

# BRADY

THE CITY OF

# TEXAS

Tony Groves  
Mayor

Larry Land  
Council Member Place 1

Missi Elliston  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Jane Huffman  
Mayor Pro Tem  
Council Member Place 4

Jay May  
Council Member Place 5

Erin Corbell  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

## **MISSION**

The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

## **CITY OF BRADY COUNCIL AGENDA**

### **REGULAR CITY COUNCIL MEETING**

#### **JULY 5, 2022 AT 6:00 PM**

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00 p.m. July 5, 2022, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

#### **1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

#### **2. INVOCATION & PLEDGE OF ALLEGIANCE**

#### **3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda**

*Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

#### **4. CONSENT AGENDA: Reserved for routine items to save time**

*Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."*

A. Approval of Minutes for Regular Meeting on June 21, 2022

#### **5. PRESENTATIONS**

None

#### **6. PUBLIC HEARING:**

None

## 7. INDIVIDUAL CONCERNS

**City Council Members are to deliberate the following items.** Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.

- A. Discussion, consideration and possible action regarding the **first reading of Ordinance 1343** to amend the FY22 Budget to allow for unplanned landfill related expenditure (Fund 60)
- B. Discussion, consideration and possible action to award the City's Information Technology Support Services to Snider Technology Services of San Angelo, Texas beginning October 1, 2022
- C. Discussion, consideration and possible action regarding the **first reading of Ordinance 1344** of the City of Brady, Texas amending the 2021/2022 BEDC budget to fund Monument Works, Sandy's Kitchen and Catering and Channing Booker
- D. Discussion, consideration and possible action approving BEDC Project 2022-002, Channing Booker and JK Awards and Designs
- E. Update and discussion on architectural plans for the remodeled Fire Department

## 8. STAFF REPORTS

### A. Upcoming Special Events/Meetings:

July 11, 13, 14	Budget Work Sessions, 10:00 a.m. to 4:00 p.m.
July 18	Possible additional Budget Work Session, if needed
July 19	Regular City Council Meeting, 6:00 p.m.
July 28	HAPPY BIRTHDAY JAY MAY
August 2	Regular City Council Meeting, 6:00 p.m.
August 6	HAPPY BIRTHDAY JANE HUFFMAN
August 16	Regular City Council Meeting, 6:00 p.m.
August 21	HAPPY BIRTHDAY MAYOR GROVES

## 9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

## 10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager Erin Corbell

## 11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

## 12. ADJOURNMENT

*I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on \_\_\_\_\_ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.*

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*Tina Keys, City Secretary*

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [tkeys@bradytx.us](mailto:tkeys@bradytx.us)

**Attendance by Other Elected or Appointed Officials:** It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday June 21, 2022, at 6:00 pm with Mayor Anthony Groves presiding in person. Council Members present were Missi Elliston, Larry Land, Jay May, Jane Huffman and Jeffrey Sutton. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Police Chief Steve Thomas, and City Secretary Tina Keys. Also in attendance were Hanna Schwertner, Lisa Berglund, Craig Davee and James Stewart.

**1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

Mayor Groves called the meeting to order at 6:00 p.m. Council quorum was certified.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Council Member May gave the invocation, and the Pledge of Allegiance was recited.

**3. PUBLIC COMMENTS**

There were no public comments.

**4. CONSENT AGENDA**

- A. Approval of Minutes for Regular Meeting on June 7, 2022.

Council Member Elliston moved to approve the Consent Agenda. Seconded by Council Member May. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

**5. PRESENTATIONS:**

There were no presentations

**6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING**

There were no Public Hearings

**7. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible action to elect Mayor Pro Tem. Mayor Groves presented.

Council Member Elliston nominated Council Member Huffman

Council Member Land nominated himself

Council Member JM nominated Council Member Land

Mayor Groves nominated Council Member Huffman

Council Member Huffman nominated herself

Council Member Sutton nominated Council Member Huffman

Resulting in two votes for Council Member Land and four votes for Council Member Huffman. Council Member Huffman was elected Mayor Pro Tem.

- B. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1340** of the City of Brady, Texas adopting a Specific Use Provision (SUP) as requested by Lisa Berglund to allow for a Bed and Breakfast Inn or Facility, in a Single Family Residential (5,000 S.F.) District for property located at 1004 S. College St. Erin Corbell presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1340. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

C. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1341** of the City of Brady, Texas adopting a zoning change from Single Family Residential District to Manufactured Home District for property located at 1817 Old Mason Rd. Erin Corbell presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1341. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

D. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1342** to amend the FY 22 Budget to allow for municipal purposes. Erin Corbell presented. Council Member May moved to approve the second and final reading of Ordinance 1342. Seconded by Council Member Sutton. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

E. Discussion regarding modifying city ordinances pertaining to trapping within the city limits. Erin Corbell presented. Said she has gotten phone calls from citizens who are concerned about traps set out in their neighborhoods. Council Member Huffman said she does not think we should tell people they cannot trap on their property. The goal of our trapper was to reduce the population. If we have seen a drastic decrease in population, then maybe we should have our trapper take a break. Council Member May said there is not a decrease in his neighborhood. Council Member Huffman said maybe we could have our trapper move to a different location. Council Member Elliston said we can't tell people what they can do on their property. Council Member May said he traps coons, skunks, squirrels, possums, a lot of traps. City Attorney Sharron Hicks said you have to make sure people understand how they can properly dispose of them. Council Member Huffman said they are being moved to ranches. Council Member Sutton said if you're going to let them trap on private property, they just tell their neighbors what they're going to do. Council Member Huffman said her property rights are her property rights and she doesn't have to tell her neighbors anything. Council Member Sutton said he is talking about Axis that they sell for profit. Council Member Sutton said he doesn't want them to trap on their property. Council Member May said he doesn't think they're trapping Axis deer on their property. Erin Corbell said they absolutely are, and they sell them for profit. Council Member Huffman said she thinks right now there is a very small group of people that is doing this, it's mostly on personal property. If it starts to get out of hand, we might have to revisit it. Mayor Groves asked if people are putting feeders out to trap them, Erin said yes. Erin said the game warden has no issues with it. Council Member May said he has seen a reduction in the big bucks. They're gone. Council Member Huffman said there are tons of big bucks on the creek. Council Member May said at Simpson Lake Club, on any night, you will see at least 400 Axis deer. Erin Corbell said there used to be 40 that came in around her house every night, but they're not now. Council Member Huffman said she does know that people have expressed concerns that they're not seeing them anymore. The people are sad. Craig Davee said he doesn't have a problem with catching axis, but there are traps behind his backyard and it wakes everybody up at 1:00 at the morning. He had the deer he would feed, they're no longer there. Council Member May told him to call the game warden. Davee said he has called, he won't do anything. Davee said we need to have regulation and control; there needs to be control. The game warden needs to be out there. Davee said he would like the traps gone. They're disturbing the peace. Hanna Schwertner said everything is done legally. Everything is videoed and paid personally so there are no questions. White tail deer are never trapped. If they get in a trap, they are released. Schwertner said she feels like if you like Axis, you can buy property and make them pets but right now they are free-range. Most deer are transported to local ranches where people come in from out of town to hunt and contribute to the economy. If somebody has an issue, it can be settled appropriately. Council Member Elliston said it is her understanding that everything they are doing is legal. Council Member May moved to not change the ordinance. Seconded by Council Member Elliston. All Council Members voted “aye” and none “nay”. Motion passed with a 5 – 0 vote.

## 8. STAFF REPORTS

- A. Monthly Financial / Utility Reports**
- B. Monthly Activity Reports:** Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints and Structures Inhabited without utilities, Municipal Court
- C. Upcoming Special Events/Meetings:**
  - July 4 Independence Day Holiday, City offices closed, altered trash schedule
  - July 11, 13, 14 Budget Work Sessions, 10:00 a.m. to 4:00 p.m.
  - July 18 Possible additional Budget Work Session, if needed
  - July 28 HAPPY BIRTHDAY JAY MAY

## 9. ANNOUNCEMENTS

City Secretary Keys told Council they are invited to ride on the fire trucks for the July Jubilee parade and need to be at the fire station no later than 9:30 a.m.

James Griffin said \$20,000 was raised for the volunteer fire department at Smoke on the Hill

Council took a brief break at 6:30 p.m. and resumed Open Session at 6:35 p.m.

## 10. EXECUTIVE SESSION

The City Council of the City of Brady adjourned into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager Erin Corbell

Regular Session was closed at 6:37 p.m. Executive Session was opened at 6:37 p.m. and closed at 7:17 p.m. and Open Session resumed.

## 11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

No action was taken as a result of Executive Session

## 12. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 7:19 p.m.

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Mayor Anthony Groves

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

**City Council  
City of Brady, Texas**  
**Agenda Action Form for Ordinance**

<b>AGENDA DATE:</b>	7-5-2022	<b>AGENDA ITEM</b>	7.A.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding the <b>first reading of Ordinance 1343</b> to amend the FY22 Budget to allow for unplanned landfill related expenditure (Fund 60).		
<b>PREPARED BY:</b>	Steven Miller	<b>Date Submitted:</b>	6-27-2022
<b>EXHIBITS:</b>	Ordinance 1343 Amendment Request Write-up for new expenditure request TCEQ Proposed Agreed Order		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$58,800	
	<b>Amount Budgeted:</b>	0.00	
	<b>Appropriation Required:</b>	\$58,800	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>  Texas Commission on Environmental Quality (TCEQ) performed an unannounced site visit for inspection purposes last Fall or October 2021. An outcome of the site inspection noted approximately twelve (12) alleged violations of which five (5) were classified as Major with seven (7) listed as Minor. The formal TCEQ follow up was the release of a Proposed Agreed Order letter dated June 17, 2022, in which the administrative penalties totaled an amount of \$161,887. TCEQ offers recipients reduced fines through the participation of Supplemental Environmental Projects (SEP). In this case, a defer amount of \$32,377 was offered for a <b>revised penalty of \$129,510</b> . City staff has elected to make application for a Compliance SEP for modifying city's landfill permit addressing one of the listed violations.
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<b>RECOMMENDED ACTION:</b>  <b>Mayor will ask:</b> “Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.” “Secretary reads preamble”  <b>Mayor calls for a motion:</b> Move to approve the <b>first</b> reading of Ordinance 1343.
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**ORDINANCE NO. 1343**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS AMENDING THE FISCAL  
YEAR 2021-2022 BUDGET**

An ordinance amending the 2021-2022 Fiscal Year Budget for municipal purposes as follows:

Increasing the Solid Waste Fund expenditures by \$58,800 for the purpose of engaging professional services to comply with the regulatory agency TCEQ Agreed Order directives.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
BRADY TEXAS** that the FY 2021-2022 budget be amended accordingly for municipal purposes.

**APPROVED UPON FIRST READING THIS THE 5th DAY OF JULY 2022,**

**APPROVED AND PASSED UPON SECOND READING THIS THE 19<sup>st</sup> DAY OF JULY  
2022.**

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Anthony Groves, Mayor

ATTEST: \_\_\_\_\_  
Tina Keys, City Secretary

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

June 17, 2022

The Honorable Anthony Groves, Mayor  
City of Brady  
PO Box 351  
Brady, Texas 76825-0351

Re: Proposed Agreed Order  
City of Brady dba Brady Crk Plt and dba City of Brady Landfill  
RN101613693; TCEQ ID No. 100984  
RN102003811; Municipal Solid Waste Disposal Permit No. 1732  
Docket No. 2022-0131-MLM-E; Enforcement Case No. 61738  
**FOR SETTLEMENT PURPOSES ONLY**

Dear Mayor Groves:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against City of Brady dba Brady Crk Plt and dba City of Brady Landfill for violations of the Texas Health & Safety Code and/or Commission Rules. These violations were discovered during investigations conducted on October 12, 2021 and October 25, 2021, and documented in letters dated November 18, 2021 and December 15, 2021, from the TCEQ San Angelo Regional Office.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of \$161,887. We are proposing a one-time offer to defer \$32,377 of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is \$129,510. The order also identifies the violations that we are addressing and identifies specific technical requirements necessary to resolve them.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register*, and scheduling the matter for approval by the Commission. We believe that handling this matter expeditiously could save City of Brady dba Brady Crk Plt and dba City of Brady Landfill and the TCEQ a significant amount of time, as well as the expense associated with litigation.

The Honorable Anthony Groves  
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Enclosed for your convenience is a return envelope. If you agree with the order as proposed, please sign and return the original order **and** the penalty payment (check payable to "TCEQ" and referencing City of Brady dba Brady Crk Plt and dba City of Brady Landfill, Docket No. 2022-0131-MLM-E) to:

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. In order to qualify for financial inability to pay, the penalty must exceed \$3,600 and be greater than 1% of annual gross revenues. If this is the case, please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 30 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or contribute to a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing an SEP, you must agree to the penalty amount and submit an SEP proposal within 30 days of receipt of this proposed order.**

For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at <https://www.tceq.texas.gov/compliance/enforcement/sep> or contact the Enforcement Coordinator listed below.

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

**If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 60 days from the date of this letter, your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral, will no longer be available. The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the**

The Honorable Anthony Groves  
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Commission. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70, or any other TCEQ rules, the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI-032) are located on our agency website at <http://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from the Central Office Publications Ordering Team at (512) 239-0028.

For any questions or comments about this matter or to arrange a meeting, please contact Ms. Karolyn Kent of my staff at (512) 239-2536 or [karolyn.kent@tceq.texas.gov](mailto:karyl.kent@tceq.texas.gov).

Sincerely,



James Gradney, Manager  
Enforcement Division  
Texas Commission on Environmental Quality

JG/kk

Enclosures: Proposed Agreed Order, Return Envelope, Penalty Calculation Worksheets (2), Site Compliance Histories (2)

cc: Mr. Marty Martin, Wastewater Treatment Plant Superintendent, City of Brady, via electronic mail

Mr. Jim Kidd, Solid Waste Supervisor, City of Brady, via electronic mail

The Honorable Anthony Groves  
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bcc: Mr. Cain Cline, Manager, Waste Section, San Angelo Regional Office  
Ms. Karolyn Kent, Coordinator, Enforcement Division, MC 219  
Central Records, MC 213, Building E, 1st Floor  
MLM(CG)McCulloch\_20220617\_Enforcement  
Enforcement Division Electronic Reader File

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF AN  
ENFORCEMENT ACTION  
CONCERNING  
CITY OF BRADY DBA BRADY CRK PLT  
AND DBA CITY OF BRADY LANDFILL  
RN101613693 AND RN102003811

§ BEFORE THE  
§ TEXAS COMMISSION ON  
§ ENVIRONMENTAL QUALITY

## AGREED ORDER DOCKET NO. 2022-0131-MLM-E

### I. JURISDICTION AND STIPULATIONS

On \_\_\_\_\_, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding City of Brady dba Brady Crk Plt and dba City of Brady Landfill (the "Respondent") under the authority of TEX. HEALTH & SAFETY CODE chs. 361 and 506 and TEX. WATER CODE ch. 7. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a wastewater treatment plant and a Type I-Arid Exempt and Type IV-Arid Exempt landfill located at the following locations:
  - a. Brady Creek Plant (Brady Crk Plt), 5,000 feet east of the intersection of US Highway 87 and 7th Street, on the west bank of Brady Creek, Brady, McCulloch County, Texas ("Facility No. 1"); and
  - b. City of Brady Landfill, on US Highway 87 West, 5 miles northwest of Brady, McCulloch County, Texas ("Facility No. 2").

Facility No. 1 involves or involved the management of industrial and hazardous waste ("IHW") as defined in TEX. HEALTH & SAFETY CODE ch. 361. The Respondent is a public employer, as defined in TEX. HEALTH & SAFETY CODE § 506.004(21), and operates a facility, as defined in TEX. HEALTH & SAFETY CODE § 506.004(10), at Facility No. 1. Facility No. 1 contains or contained one or more hazardous chemicals or extremely hazardous substances in quantities that meet or exceed the current thresholds, as defined in TEX. HEALTH & SAFETY CODE ch. 506, 25 TEX. ADMIN. CODE ch. 295, 29 CODE OF FEDERAL REGULATIONS ("CFR") Part 1910, and 40 CFR Parts 355-370. Facility No. 2 involves or involved the management of municipal solid waste ("MSW"), including scrap tires, as defined in TEX. HEALTH & SAFETY CODE ch. 361.

2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073 and TEX. HEALTH & SAFETY CODE ch. 506.018, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. HEALTH & SAFETY CODE chs. 361 and 506 and the rules of the TCEQ.

3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of \$161,887 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid \$129,510 of the penalty and \$32,377 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.
5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.
7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.
9. The Executive Director recognizes that the Respondent implemented the following corrective measures at Facility No. 2:
  - a. Removed the whole scrap tire from the landfill and properly disposed of it on October 26, 2021;
  - b. Removed all ponded water and regraded the area where ponding occurred on October 29, 2021;
  - c. Provided adequate soil stockpiles for the landfill on October 27, 2021;
  - d. Began to maintain accurate and complete operation and inspection records on October 30, 2021;
  - e. Provided adequate daily and weekly cover for the landfill on October 25, 2021;
  - f. Installed and maintained all required landfill markers at the Facility on November 5, 2021; and
  - g. Supplied the landfill compactor with a fire extinguisher on October 28, 2021.

## II. ALLEGATIONS

1. During an investigation at Facility No. 1 conducted on October 12, 2021, an investigator documented that the Respondent:
  - a. Failed to submit an annual report, in violation of 30 TEX. ADMIN. CODE § 325.3(a)(2), 40 CODE OF FEDERAL REGULATIONS ("CFR") § 370.45(a), and TEX. HEALTH & SAFETY CODE § 506.006(c). Specifically, the 2019 annual report was not submitted.
  - b. Failed to submit an annual report by the required due date, in violation of 30 TEX. ADMIN. CODE § 325.3(a)(5), 40 CFR § 370.45(a), and TEX. HEALTH & SAFETY CODE § 506.006(c). Specifically, the 2020 annual report was submitted on June 4, 2021, after the March 1, 2021, required due date.
2. During an investigation at Facility No. 2 conducted on October 25, 2021, an investigator documented that the Respondent:
  - a. Failed to ensure prohibited wastes unloaded at the Facility are returned immediately to the transporter or generator or otherwise properly managed by the landfill, in violation of 30 TEX. ADMIN. CODE § 330.133(c) and Municipal Solid Waste ("MSW") Permit No. 1732, Site Operating Plan ("SOP"), Section IV 4.2.7 Prohibited Waste. Specifically, one whole scrap tire was observed to be protruding through the cover of the western side of the Type I disposal area.
  - b. Failed to prevent the ponding of water at the Facility, in violation of 30 TEX. ADMIN. CODE § 330.167 and MSW Permit No. 1732, SOP, Section IV 4.19 Prevention of Ponded Water. Specifically, ponded water was observed over an area where waste was previously deposited in Cell B.
  - c. Failed to repair erosion of intermediate cover within five days of detection, in violation of 30 TEX. ADMIN. CODE § 330.165(g) and MSW Permit No. 1732, SOP, Section IV 4.18.4 Intermediate Cover. Specifically, erosion with exposed waste was observed along the southern, western, and northern boundaries, as well as throughout all areas along the midline of the Facility that had received waste.
  - d. Failed to maintain a source of earthen material in such a manner that it is available at all times to extinguish any fires, in violation of 30 TEX. ADMIN. CODE § 330.129 and MSW Permit No. 1732, SOP, Section IV 7.4.2 Soil Stockpile. Specifically, soil stockpiles were not provided.
  - e. Failed to maintain accurate and complete records, in violation of 30 TEX. ADMIN. CODE § 330.125(a) and MSW Permit No. 1732, SOP, Section IV 4.24 Table, Site Inspection and Maintenance List. Specifically, the Respondent was not maintaining accurate and complete daily, weekly, and monthly site inspection records, and operating records did not accurately represent the current condition of the landfill.
  - f. Failed to control windblown waste and litter at the active working face, in violation of 30 TEX. ADMIN. CODE § 330.139 and MSW Permit No. 1732, SOP, Section IV 4.5 Control of Windblown Waste and Litter. Specifically, windblown waste was noted in areas throughout the landfill, on all perimeter fence lines, and onto the adjacent property to the west of the Facility.

- g. Failed to apply six inches of well-compacted earthen material not previously mixed with garbage, rubbish, or other solid waste at the end of each operating day, in violation of 30 TEX. ADMIN. CODE § 330.165(a) and (b) and MSW Permit No. 1732, SOP, Section IV 4.18.2 Daily Cover, and Section IV 4.18.3 Weekly Cover. Specifically, the Type I and Type IV disposal areas were observed to have inadequate daily and weekly cover, and exposed waste was observed throughout both active faces.
- h. Failed to properly manage water that has become contaminated by contact with working face of the landfill, in violation of 30 TEX. ADMIN. CODE § 330.305(g) and MSW Permit No. 1732, SOP, Section IV 4.23 Contaminated Water Plan and Appendix 9 Contaminated Water Plan. Specifically, contaminated water due to stormwater runoff was observed in excavations in Cell N, Cell O, Cell P, Cell J, Cell G, and Cell F.
- i. Failed to install and maintain required landfill markers and a permanent benchmark, in violation of 30 TEX. ADMIN. CODE § 330.143(a) and MSW Permit No. 1732, SOP, Section IV 4.7 Landfill Markers and Benchmark. Specifically, landfill markers including grid markers, buffer zone markers, and boundary markers were noted to be missing or downed, and landfill marker colors were noted to be faded or unrecognizable.
- j. Failed to maintain currently inspected fire extinguishers in all required locations, in violation of 30 TEX. ADMIN. CODE § 330.221 and MSW Permit No. 1732, SOP, Section IV 7.4.1 Fire Extinguishers and Section IV 3 Equipment. Specifically, the landfill compactor did not contain a fire extinguisher.
- k. Failed to meet elevation requirements of the Final Cover Plan, in violation of 30 TEX. ADMIN. CODE § 330.121(a) and MSW Permit No. 1732, Site Development Plan ("SDP"), Appendix 4, Figure 4.1 Final Cover Contour Map. Specifically, the current landfill elevation at Cell A was 1813.7 feet and the elevation at Cell C was 1819.1 feet, exceeding the maximum cell elevation of approximately 1810 feet from the Final Cover Plan.
- l. Failed to construct and maintain a runoff management system from the active portion of the landfill to collect and control at least the water volume resulting from a 24-hour, 25-year storm, in violation of 30 TEX. ADMIN. CODE § 330.305(c) and (e) and MSW Permit No. 1732, SOP, Section IV 4.22 Prevention of Discharge of Contaminated Water and Appendix 3, Section F Surface Water Protection, and Appendix 9 Contaminated Water Plan. Specifically, water runoff carried soil and waste out of the Facility boundary from the erosion on the west side of Cell B.

### **III. DENIALS**

The Respondent generally denies each allegation in Section II ("Allegations").

### **IV. ORDERING PROVISIONS**

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

- 1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ"

and shall be sent with the notation "Re: City of Brady dba Brady Crk Plt and dba City of Brady Landfill, Docket No. 2022-0131-MLM-E" to:

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:
  - a. Within 30 days after the effective date of this Order for Facility No. 1, develop and implement procedures to ensure that all annual reports are submitted to the TCEQ by the required due date, in accordance with 30 TEX. ADMIN. CODE § 325.3 and 40 CFR § 370.45.
  - b. Within 30 days after the effective date of this Order for Facility No. 2:
    - i. Develop and implement procedures designed to ensure prohibited wastes, including whole scrap tires, are not accepted at the Facility, in accordance with 30 TEX. ADMIN. CODE § 330.133 and MSW Permit No. 1732, SOP, Section IV 4.2.7 Prohibited Waste;
    - ii. Develop and implement procedures to prevent water from ponding at the Facility, in accordance with 30 TEX. ADMIN. CODE § 330.167 and MSW Permit No. 1732, SOP, Section IV 4.19 Prevention of Ponded Water;
    - iii. Develop and implement procedures designed to ensure that erosion is repaired within five days of detection, in accordance with 30 TEX. ADMIN. CODE § 330.165 and MSW Permit No. 1732, SOP, Section IV 4.18.4 Intermediate Cover;
    - iv. Repair landfill intermediate cover, in accordance with 30 TEX. ADMIN. CODE § 330.165 and MSW Permit No. 1732, SOP, Section IV 4.18.4 Intermediate Cover;
    - v. Remove windblown waste and return it to the active face and implement procedures for controlling windblown waste and litter, in accordance with 30 TEX. ADMIN. CODE § 330.139 and MSW Permit No. 1732, SOP, Section IV 4.5 Control of Windblown Waste and Litter;
    - vi. Conduct training and implement procedures designed to ensure that the Facility provides adequate daily and weekly cover for the active and inactive disposal areas, in accordance with 30 TEX. ADMIN. CODE § 330.165 and MSW Permit No. 1732, SOP, Section IV 4.18.2 Daily Cover, and Section IV 4.18.3 Weekly Cover;
    - vii. Treat and dispose of all contaminated water at an authorized facility in accordance with 30 TEX. ADMIN. CODE § 330.305 and MSW Permit No. 1732, SOP, Section IV 4.23 Contaminated Water Plan and Appendix 9 Contaminated Water Plan;

- viii. Reduce and begin to maintain the proper Final Cover elevation of Cells A through E in order to maintain the maximum cell elevation requirements from the Final Contour Map of the SOP, in accordance with 30 TEX. ADMIN. CODE § 330.121 and MSW Permit No. 1732, SDP, Appendix 4, Figure 4.1 Final Cover Contour Map; or
- ix. In lieu of Ordering Provision 2.b.viii, submit an administratively complete permit modification application to update the maximum cell elevation requirements from the Final Contour Map of the SOP, in accordance with 30 TEX. ADMIN. CODE § 330.121 and MSW Permit No. 1732, SDP, Appendix 4, Figure 4.1 Final Cover Contour Map, to:

Municipal Solid Waste Permits Section, MC 124  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

- x. Remediate the adjacent area of the Facility and dispose of all waste that was carried off due to the erosion, in accordance with 30 TEX. ADMIN. CODE § 330.305 and MSW Permit No. 1732, SOP, Section IV 4.22 Prevention of Discharge of Contaminated Water and Appendix 3, Section F Surface Water Protection, and Appendix 9 Contaminated Water Plan.
- c. Within 60 days after the effective date of this Order, implement a run-off control and management system capable of preventing flow onto or from the active portions of the Facility, in accordance with 30 TEX. ADMIN. CODE § 330.305 and MSW Permit No. 1732, SOP, Section IV 4.22 Prevention of Discharge of Contaminated Water and Appendix 3, Section F Surface Water Protection, and Appendix 9 Contaminated Water Plan.
- d. Within 75 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision Nos. 2.a through 2.c. The certification shall be signed by the Respondent and shall include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team  
Enforcement Division, MC 149A  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager  
San Angelo Regional Office  
Texas Commission on Environmental Quality  
622 South Oakes, Suite K  
San Angelo, Texas 76903-7035

3. All relief not expressly granted in this Order is denied.
4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.
5. If the Respondent fails to comply with any of the Ordering Provisions in this Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
6. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Order Compliance Team at the address listed above.
7. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
8. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

9. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

-----  
For the Commission

-----  
Date

-----  
For the Executive Director

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Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the OAG for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the OAG of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

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Signature

-----  
Date

-----  
Name (Printed or typed)  
Authorized Representative of  
City of Brady dba Brady Crk Plt and dba City of Brady Landfill

-----  
Title

*If mailing address has changed, please check this box and provide the new address below:*

**Instructions:** Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.





# Penalty Calculation Worksheet (PCW)

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

<b>DATES</b>	<b>Assigned</b>	22-Nov-2021	<b>PCW</b>	20-Jan-2022	<b>Screening</b>	21-Dec-2021	<b>EPA Due</b>	
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<b>RESPONDENT/FACILITY INFORMATION</b>								
Respondent								
Reg. Ent. Ref. No.								RN101613693
Facility/Site Region								8-San Angelo
Major/Minor Source								Minor

<b>CASE INFORMATION</b>								
Enf./ Case ID No.	61738	No. of Violations	1					
Docket No.	2022-0131-MLM-E	Order Type	1660					
Media Program(s)	Industrial and Hazardous Waste	Government/Non-Profit	Yes					
Multi-Media	Municipal Solid Waste	Enf. Coordinator	Karolyn Kent					
Admin. Penalty \$ Limit Minimum	\$0	EC's Team	Enforcement Team 6					
Admin. Penalty \$ Limit Maximum	\$50							

## Penalty Calculation Section

<b>TOTAL BASE PENALTY (Sum of violation base penalties)</b>	<b>Subtotal 1</b>	<b>\$10</b>
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<b>ADJUSTMENTS (+/-) TO SUBTOTAL 1</b>	
Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.	
Compliance History	24.0% Adjustment
Notes	Enhancement for one Agreed Order containing a denial of liability and two NOVs with dissimilar violations.
Culpability	0.0% Enhancement
Notes	The Respondent does not meet the culpability criteria.

<b>Good Faith Effort to Comply Total Adjustments</b>	<b>Subtotal 5</b>	<b>\$0</b>
Economic Benefit	0.0% Enhancement*	

Total EB Amounts \$57  
Estimated Cost of Compliance \$150

0.0% Enhancement\*  
\*Capped at the Total EB \$ Amount

<b>SUM OF SUBTOTALS 1-7</b>	<b>Final Subtotal</b>	<b>\$12</b>
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<b>OTHER FACTORS AS JUSTICE MAY REQUIRE</b>	<b>0.0%</b>	<b>Adjustment</b>	<b>\$0</b>
Reduces or enhances the Final Subtotal by the indicated percentage.			
Notes			

**Final Penalty Amount** \$12

<b>STATUTORY LIMIT ADJUSTMENT</b>	<b>Final Assessed Penalty</b>	<b>\$12</b>
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<b>DEFERRAL</b>	<b>20.0%</b>	<b>Reduction</b>	<b>Adjustment</b>	<b>-\$2</b>
Reduces the Final Assessed Penalty by the indicated percentage.				
Notes	Deferral offered for expedited settlement.			

<b>PAYABLE PENALTY</b>	<b>\$10</b>
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Screening Date 21-Dec-2021

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba Brady Crk Plt

Case ID No. 61738

Reg. Ent. Reference No. RN101613693

Media Industrial and Hazardous Waste

Enf. Coordinator Karolyn Kent

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

### Compliance History Worksheet

## &gt;&gt; Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (number of NOVs meeting criteria )	0	0%
	Other written NOVs	2	4%
Orders	Any agreed final enforcement orders containing a denial of liability (number of orders meeting criteria )	1	20%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (number of judgments or consent decrees meeting criteria )	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (number of counts)	0	0%
Emissions	Chronic excessive emissions events (number of events)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (number of audits for which notices were submitted)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (number of audits for which violations were disclosed)	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 24%

## &gt;&gt; Repeat Violator (Subtotal 3)

No
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Adjustment Percentage (Subtotal 3) 0%

## &gt;&gt; Compliance History Person Classification (Subtotal 7)

Satisfactory Performer
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Adjustment Percentage (Subtotal 7) 0%

## &gt;&gt; Compliance History Summary

Compliance History Notes	Enhancement for one Agreed Order containing a denial of liability and two NOVs with dissimilar violations.
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Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) 24%

## &gt;&gt; Final Compliance History Adjustment

Final Adjustment Percentage \*capped at 100% 24%

**Screening Date** 21-Dec-2021**Docket No.** 2022-0131-MLM-E**PCW**

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

**Respondent** City of Brady dba Brady Crk Plt**Case ID No.** 61738**Reg. Ent. Reference No.** RN101613693**Media** Industrial and Hazardous Waste**Enf. Coordinator** Karolyn Kent**Violation Number** 1**Rule Cite(s)**

30 Tex. Admin. Code § 325.3(a)(2) and (a)(5), 40 Code of Federal Regulations ("CFR") § 370.45(a), and Tex. Health &amp; Safety Code § 506.006(c)

**Violation Description**

Failed to submit an annual report. Specifically, the 2019 annual report was not submitted. Also, failed to submit an annual report by the required due date. Specifically, the 2020 annual report was submitted on June 4, 2021, after the March 1, 2021, required due date.

**Base Penalty**

\$50

**>> Environmental, Property and Human Health Matrix**

OR	Release	Harm		
		Major	Moderate	Minor
		Actual		
	Potential			

Percent 0.0%

**>> Programmatic Matrix**

Falsification	Major	Moderate	Minor	Percent
				10.0%

Matrix Notes

100% of the rule requirement was not met.

**Adjustment**

\$45

\$5

**Violation Events**

Number of Violation Events

2

95

Number of violation days

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	X

**Violation Base Penalty**

\$10

Two single events are recommended (one for each report).

**Good Faith Efforts to Comply**

0.0%

Reduction

\$0

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Extraordinary	
Ordinary	
N/A	X

Notes The Respondent does not meet the good faith criteria for this violation.

**Violation Subtotal**

\$10

**Economic Benefit (EB) for this violation****Statutory Limit Test**

Estimated EB Amount

\$57

Violation Final Penalty Total

\$12

This violation Final Assessed Penalty (adjusted for limits)

\$12

## Economic Benefit Worksheet

**Respondent** City of Brady dba Brady Crk Plt

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN101613693

**Media** Industrial and Hazardous Waste

**Violation No. 1**

Percent Interest	Years of Depreciation	15
5.0		

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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### Delayed Costs

Equipment			0.00	\$0	\$0	\$0
Buildings			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0
Engineering/Construction			0.00	\$0	\$0	\$0
Land			0.00	\$0	n/a	\$0
Record Keeping System			0.00	\$0	n/a	\$0
Training/Sampling			0.00	\$0	n/a	\$0
Remediation/Disposal			0.00	\$0	n/a	\$0
Permit Costs			0.00	\$0	n/a	\$0
Other (as needed)	\$100	12-Oct-2021	8-Aug-2022	0.82	\$4	n/a

### Notes for DELAYED costs

Estimated delayed cost to develop and implement procedures to ensure that all annual reports are submitted to the TCEQ by the required due date. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

### Avoided Costs

			ANNUALIZE avoided costs before entering item (except for one-time avoided costs)			
Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs	\$50	1-Mar-2020	4-Jun-2021	1.26	\$3	\$50
Other (as needed)			0.00	\$0	\$0	\$0

### Notes for AVOIDED costs

Estimated avoided cost to submit the 2019 annual report. The Date Required is the date the 2019 annual report was due, and the Final Date is the date the 2020 annual report was submitted.

### Approx. Cost of Compliance

\$150

TOTAL

\$57



# Penalty Calculation Worksheet (PCW)

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

<b>DATES</b>	<b>Assigned</b>	3-Jan-2022	<b>Screening</b>	13-Jan-2022	<b>EPA Due</b>	
	<b>PCW</b>	20-Jan-2022				

## RESPONDENT/FACILITY INFORMATION

<b>Respondent</b>	City of Brady dba City of Brady Landfill
<b>Reg. Ent. Ref. No.</b>	RN102003811
<b>Facility/Site Region</b>	8-San Angelo

**Major/Minor Source** Major

## CASE INFORMATION

<b>Enf./Case ID No.</b>	61738	<b>No. of Violations</b>	12
<b>Docket No.</b>	2022-0131-MLM-E	<b>Order Type</b>	1660
<b>Media Program(s)</b>	Municipal Solid Waste	<b>Government/Non-Profit</b>	Yes
Multi-Media	Industrial and Hazardous Waste	<b>Enf. Coordinator</b>	Karolyn Kent
		<b>EC's Team</b>	Enforcement Team 6

**Admin. Penalty \$ Limit Minimum** \$0 **Maximum** \$25,000

## Penalty Calculation Section

### TOTAL BASE PENALTY (Sum of violation base penalties)

**Subtotal 1** \$134,250

### ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

**Compliance History** 25.0% Adjustment **Subtotals 2, 3, & 7** \$33,562

Notes Enhancement for one Agreed Order containing a denial of liability and one NOV with same/similar violations.

**Culpability** No 0.0% Enhancement **Subtotal 4** \$0

Notes The Respondent does not meet the culpability criteria.

### Good Faith Effort to Comply Total Adjustments

**Subtotal 5** -\$5,937

### Economic Benefit

Total EB Amounts \$5,139  
Estimated Cost of Compliance \$34,961

0.0% Enhancement\*

\*Capped at the Total EB \$ Amount

**Subtotal 6** \$0

### SUM OF SUBTOTALS 1-7

**Final Subtotal** \$161,875

### OTHER FACTORS AS JUSTICE MAY REQUIRE

Reduces or enhances the Final Subtotal by the indicated percentage.

0.0%

**Adjustment** \$0

Notes

**Final Penalty Amount** \$161,875

### STATUTORY LIMIT ADJUSTMENT

**Final Assessed Penalty** \$161,875

### DEFERRAL

Reduces the Final Assessed Penalty by the indicated percentage.

20.0%

Reduction

**Adjustment** -\$32,375

Notes

Deferral offered for expedited settlement.

### PAYABLE PENALTY

\$129,500

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Case ID No. 61738

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

**Compliance History Worksheet**>> **Compliance History Site Enhancement (Subtotal 2)**

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (number of NOVs meeting criteria )	1	5%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (number of orders meeting criteria )	1	20%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (number of judgments or consent decrees meeting criteria )	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (number of counts )	0	0%
Emissions	Chronic excessive emissions events (number of events )	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (number of audits for which notices were submitted)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (number of audits for which violations were disclosed)	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

**Adjustment Percentage (Subtotal 2)** 25%>> **Repeat Violator (Subtotal 3)**

No
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**Adjustment Percentage (Subtotal 3)** 0%>> **Compliance History Person Classification (Subtotal 7)**

Satisfactory Performer
------------------------

**Adjustment Percentage (Subtotal 7)** 0%>> **Compliance History Summary**

Compliance History Notes

Enhancement for one Agreed Order containing a denial of liability and one NOV with same/similar violations.

**Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7)** 25%>> **Final Compliance History Adjustment****Final Adjustment Percentage \*capped at 100%** 25%

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Policy Revision 5 (January 28, 2021)

Case ID No. 61738

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 1

Rule Cite(s)

30 Tex. Admin. Code § 330.133(c) and Municipal Solid Waste ("MSW") Permit No. 1732, Site Operating Plan ("SOP"), Section IV 4.2.7 Prohibited Waste

Violation Description

Failed to ensure prohibited wastes unloaded at the Facility are returned immediately to the transporter or generator or otherwise properly managed by the landfill. Specifically, one whole scrap tire was observed to be protruding through the cover of the western side of the Type I disposal area.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release	Harm		
		Major	Moderate	Minor
		Actual		
	Potential		X	

Percent 7.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor	Percent	
				0.0%	

Matrix Notes

Human health or the environment will or could be exposed to insignificant amounts of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$23,250

\$1,750

## Violation Events

Number of Violation Events 1

80 Number of violation days

daily  
weekly  
monthly  
quarterly  
semiannual  
annual  
single event

Violation Base Penalty \$1,750

One single event is recommended.

## Good Faith Efforts to Comply

0.0%

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Reduction

\$0

Extraordinary

--	--

Ordinary

--	--

N/A

X	
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Notes

The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$1,750

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$25

Violation Final Penalty Total \$2,188

This violation Final Assessed Penalty (adjusted for limits) \$2,188

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 1

Percent Interest	Years of Depreciation
5.0	15

Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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**Item Description**

**Delayed Costs**

Equipment			0.00	\$0	\$0	\$0	
Buildings			0.00	\$0	\$0	\$0	
Other (as needed)			0.00	\$0	\$0	\$0	
Engineering/Construction			0.00	\$0	\$0	\$0	
Land			0.00	\$0	n/a	\$0	
Record Keeping System			0.00	\$0	n/a	\$0	
Training/Sampling	\$500	25-Oct-2021	30-Oct-2022	1.01	\$25	n/a	\$25
Remediation/Disposal	\$50	25-Oct-2021	26-Oct-2021	0.00	\$0	n/a	\$0
Permit Costs			0.00	\$0	n/a	\$0	
Other (as needed)			0.00	\$0	n/a	\$0	

Estimated delayed cost to develop and implement procedures designed to ensure prohibited wastes, including whole scrap tires, are not accepted at the Facility (\$500). The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

**Notes for DELAYED costs**

Estimated delayed cost to remove the whole scrap tire from the landfill and properly dispose of it at an authorized facility (\$50). The Date Required is the investigation date, and the Final Date is the date of compliance.

**Avoided Costs**

**ANNUALIZE avoided costs before entering item (except for one-time avoided costs)**

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

Approx. Cost of Compliance

\$550

TOTAL

\$25

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Case ID No. 61738

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number

2

Rule Cite(s)

30 Tex. Admin. Code § 330.167 and MSW Permit No. 1732, SOP, Section IV 4.19  
Prevention of Ponded Water

Violation Description

Failed to prevent the ponding of water at the Facility. Specifically, ponded water was observed over an area where waste was previously deposited in Cell B.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual Potential	Harm		
		Major	Moderate	Minor
			X	

Percent 15.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor	Percent
				0.0%

Matrix Notes

Human health or the environment will or could be exposed to significant amounts of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$21,250

\$3,750

## Violation Events

Number of Violation Events 1

Number of violation days 80

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty \$3,750

One quarterly event is recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0% Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Reduction \$0

Extraordinary	
Ordinary	
N/A	X

Notes The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$3,750

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$6

Violation Final Penalty Total \$4,688

This violation Final Assessed Penalty (adjusted for limits) \$4,688

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 2

Item Description	Item Cost	Date Required	Final Date	Yrs	Percent Interest	Years of Depreciation
					5.0	15

Item Cost   Date Required   Final Date   Yrs   Interest Saved   Costs Saved   EB Amount

**Delayed Costs**

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal	\$1,000	25-Oct-2021	29-Oct-2021	0.01	\$1	n/a	\$1
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)	\$100	25-Oct-2021	30-Oct-2022	1.01	\$5	n/a	\$5

**Notes for DELAYED costs**

Estimated delayed cost to develop and implement procedures to prevent water from ponding at the Facility (\$100). The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

Estimated delayed cost to remove all ponded water and regrade the area where ponding occurred (\$1,000). The Date Required is the investigation date, and the Final Date is the date of compliance.

**Avoided Costs**

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance				0.00	\$0	\$0	\$0
ONE-TIME avoided costs				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

Approx. Cost of Compliance

\$1,100

**TOTAL**

\$6

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 3

Rule Cite(s)

30 Tex. Admin. Code § 330.165(g) and MSW Permit No. 1732, SOP, Section IV  
4.18.4 Intermediate Cover

Violation Description

Failed to repair erosion of intermediate cover within five days of detection. Specifically, erosion with exposed waste was observed along the southern, western, and northern boundaries, as well as throughout all areas along the midline of the Facility that had received waste.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release	Harm			Percent
		Major	Moderate	Minor	
	Actual				
Potential	X				30.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major			Moderate			Minor			Percent
										0.0%

Matrix Notes

Human health or the environment will or could be exposed to pollutants that would exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 3 Number of violation days 80

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty \$22,500

Three monthly events are recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0%	Before NOE/NOV	NOE/NOV to EDPRP/ Settlement Offer	Reduction	\$0
Extraordinary				
Ordinary				
N/A	X			
Notes	The Respondent does not meet the good faith criteria for this violation.			

Violation Subtotal \$22,500

## Economic Benefit (EB) for this violation

Estimated EB Amount \$278

## Statutory Limit Test

Violation Final Penalty Total \$28,125

This violation Final Assessed Penalty (adjusted for limits) \$28,125

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill  
**Case ID No.** 61738  
**Reg. Ent. Reference No.** RN102003811  
**Media** Municipal Solid Waste  
**Violation No. 3**

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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### Item Description

#### Delayed Costs

Equipment			0.00	\$0	\$0	\$0	
Buildings			0.00	\$0	\$0	\$0	
Other (as needed)			0.00	\$0	\$0	\$0	
Engineering/Construction			0.00	\$0	\$0	\$0	
Land			0.00	\$0	n/a	\$0	
Record Keeping System			0.00	\$0	n/a	\$0	
Training/Sampling	\$500	25-Oct-2021	30-Oct-2022	1.01	\$25	n/a	\$25
Remediation/Disposal			0.00	\$0	n/a	\$0	
Permit Costs			0.00	\$0	n/a	\$0	
Other (as needed)	\$5,000	25-Oct-2021	30-Oct-2022	1.01	\$253	n/a	\$253

#### Notes for DELAYED costs

Estimated delayed cost to develop and implement procedures designed to ensure that erosion is repaired within five days of detection (\$500), and to repair landfill intermediate cover (\$5,000). The Dates Required are the investigation date, and the Final Dates are the estimated date of compliance.

#### Avoided Costs

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

#### Notes for AVOIDED costs

#### Approx. Cost of Compliance

\$5,500

#### TOTAL

\$278

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 4

Rule Cite(s)

30 Tex. Admin. Code § 330.129 and MSW Permit No. 1732, SOP, Section IV 7.4.2  
Soil Stockpile

Violation Description

Failed to maintain a source of earthen material in such a manner that it is available at all times to extinguish any fires. Specifically, soil stockpiles were not provided.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual Potential	Harm		
		Major	Moderate	Minor
		X		
			Percent	30.0%

## &gt;&gt; Programmatic Matrix

Falsification	Harm		
	Major	Moderate	Minor
		Percent	0.0%

Matrix Notes

Human health or the environment will or could be exposed to pollutants that would exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 1

Number of violation days 2

daily	
weekly	
monthly	X
quarterly	
semiannual	
annual	
single event	

Violation Base Penalty \$7,500

One monthly event is recommended from the October 25, 2021 investigation date to the October 27, 2021 date of compliance.

## Good Faith Efforts to Comply

25.0%  
Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Reduction \$1,875

Extraordinary	
Ordinary	X
N/A	

Notes The Respondent came into compliance by providing adequate soil stockpiles on October 27, 2021, before the December 15, 2021 Notice of Enforcement ("NOE").

Violation Subtotal \$5,625

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$1

Violation Final Penalty Total \$7,500

This violation Final Assessed Penalty (adjusted for limits) \$7,500

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 4

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
------------------	-----------	---------------	------------	-----	----------------	-------------	-----------

**Item Description**

**Delayed Costs**

Equipment			0.00	\$0	\$0	\$0			
Buildings			0.00	\$0	\$0	\$0			
Other (as needed)			0.00	\$0	\$0	\$0			
Engineering/Construction			0.00	\$0	\$0	\$0			
Land			0.00	\$0	n/a	\$0			
Record Keeping System			0.00	\$0	n/a	\$0			
Training/Sampling			0.00	\$0	n/a	\$0			
Remediation/Disposal			0.00	\$0	n/a	\$0			
Permit Costs			0.00	\$0	n/a	\$0			
Other (as needed)			\$2,000	25-Oct-2021	27-Oct-2021	0.01	\$1	n/a	\$1

**Notes for DELAYED costs**

Estimated delayed cost to ensure that earthen material is available for fire suppression. The Date Required is the investigation date, and the Final Date is the date of compliance.

**Avoided Costs**

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

**Approx. Cost of Compliance**

**\$2,000**

**TOTAL**

**\$1**

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 5

Rule Cite(s) 30 Tex. Admin. Code § 330.125(a) and MSW Permit No. 1732, SOP, Section IV 4.24

Table, Site Inspection and Maintenance List

Violation Description

Failed to maintain accurate and complete records. Specifically, the Respondent was not maintaining accurate and complete daily, weekly, and monthly site inspection records, and operating records did not accurately represent the current condition of the landfill.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Harm			Percent
	Release	Major	Moderate	
	Actual			
Potential				0.0%

## &gt;&gt; Programmatic Matrix

Falsification	Harm			Percent
	Major	Moderate	Minor	
	X			20.0%

Matrix Notes

100% of the rule requirement was not met.

Adjustment \$20,000

\$5,000

## Violation Events

Number of Violation Events 1 Number of violation days 5

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	X

Violation Base Penalty \$5,000

One single event is recommended.

## Good Faith Efforts to Comply

25.0%	Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer	Reduction	\$1,250
Extraordinary				
Ordinary	X			
N/A				

Notes: The Respondent came into compliance by maintaining accurate and complete operation and inspection records on October 30, 2021, before the December 15, 2021 NOE.

Violation Subtotal \$3,750

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$1

Violation Final Penalty Total \$5,000

This violation Final Assessed Penalty (adjusted for limits) \$5,000

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill  
**Case ID No.** 61738  
**Reg. Ent. Reference No.** RN102003811  
**Media** Municipal Solid Waste  
**Violation No.** 5

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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Delayed Costs	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System	\$1,000	25-Oct-2021	30-Oct-2021	0.01	\$1	n/a	\$1
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

**Notes for DELAYED costs**  
Estimated delayed cost to begin maintaining accurate and complete operation and daily, weekly, and monthly site inspection records at the Facility. The Date Required is the investigation date, and the Final Date is the date of compliance.

Avoided Costs	ANNUALIZE avoided costs before entering item (except for one-time avoided costs)					
Disposal				0.00	\$0	\$0
Personnel				0.00	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0
Financial Assurance				0.00	\$0	\$0
ONE-TIME avoided costs				0.00	\$0	\$0
Other (as needed)				0.00	\$0	\$0

**Notes for AVOIDED costs**

Approx. Cost of Compliance	\$1,000	TOTAL	\$1
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Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Policy Revision 5 (January 28, 2021)

Case ID No. 61738

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 6

Rule Cite(s)

30 Tex. Admin. Code § 330.139 and MSW Permit No. 1732, SOP, Section IV 4.5  
Control of Windblown Waste and Litter

Violation Description

Failed to control windblown waste and litter at the active working face. Specifically, windblown waste was noted in areas throughout the landfill, on all perimeter fence lines, and onto the adjacent property to the west of the Facility.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual Potential	Harm			Percent 30.0%
		Major	Moderate	Minor	
				X	

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor	Percent 0.0%

Matrix Notes

Human health or the environment has been exposed to insignificant amounts of pollutants that do not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 1 Number of violation days 80

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	X

Violation Base Penalty \$7,500

One quarterly event is recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0%	Reduction \$0
Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer
Extraordinary	
Ordinary	
N/A	X
Notes	The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$7,500

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$25

Violation Final Penalty Total \$9,375

This violation Final Assessed Penalty (adjusted for limits) \$9,375

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill  
**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811  
**Media** Municipal Solid Waste  
**Violation No.** 6

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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**Item Description**

**Delayed Costs**

Equipment			0.00	\$0	\$0	\$0
Buildings			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0
Engineering/Construction			0.00	\$0	\$0	\$0
Land			0.00	\$0	n/a	\$0
Record Keeping System			0.00	\$0	n/a	\$0
Training/Sampling			0.00	\$0	n/a	\$0
Remediation/Disposal			0.00	\$0	n/a	\$0
Permit Costs			0.00	\$0	n/a	\$0
Other (as needed)	\$500	25-Oct-2021	30-Oct-2022	1.01	\$25	n/a

**Notes for DELAYED costs**

Estimated delayed cost to remove windblown waste and return it to the active face and implement procedures for controlling windblown waste and litter. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

**Avoided Costs**

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

**Approx. Cost of Compliance**

\$500

**TOTAL**

\$25

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Policy Revision 5 (January 28, 2021)

Case ID No. 61738

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 7

Rule Cite(s)

30 Tex. Admin. Code § 330.165(a) and (b) and MSW Permit No. 1732, SOP, Section IV 4.18.2 Daily Cover, and Section IV 4.18.3 Weekly Cover

Violation Description

Failed to apply six inches of well-compacted earthen material not previously mixed with garbage, rubbish, or other solid waste at the end of each operating day. Specifically, the Type I and Type IV disposal areas were observed to have inadequate daily and weekly cover, and exposed waste was observed throughout both active faces.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release	Harm			Percent
		Major	Moderate	Minor	
	Potential		X		
					15.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor	Percent
				0.0%

Matrix Notes

Human health or the environment will or could be exposed to significant amounts of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$21,250

\$3,750

## Violation Events

Number of Violation Events 1 Number of violation days 80

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty \$3,750

One quarterly event is recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0%	Reduction \$0
Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer
Extraordinary	
Ordinary	
N/A	X
Notes	The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$3,750

## Economic Benefit (EB) for this violation

Estimated EB Amount \$3,736

## Statutory Limit Test

Violation Final Penalty Total \$4,688

This violation Final Assessed Penalty (adjusted for limits) \$4,688

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 7

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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**Item Description**

**Delayed Costs**

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				1.01	\$25	n/a	\$25
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

**Notes for DELAYED costs**

Estimated delayed cost to conduct training and implement procedures designed to ensure that the Facility provides adequate daily and weekly cover for the active and inactive disposal areas. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

**Avoided Costs**

Disposal Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance				0.00	\$0	\$0	\$0
ONE-TIME avoided costs				0.00	\$0	\$3,711	\$3,711
Other (as needed)				0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

Estimated avoided cost to provide adequate cover for the landfill (based on 0.25 tons of soil per ton of waste at approximately 2,998.75 tons of waste per quarter-year, and \$1.65 per cubic yard of soil). The Date Required is one day prior to the investigation date, and the Final Date is the date of compliance.

**Approx. Cost of Compliance**

**\$4,211**

**TOTAL**

**\$3,736**

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Case ID No. 61738

Reg. Ent. Reference No. RN102003811

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 8

Rule Cite(s)

30 Tex. Admin. Code § 330.305(g) and MSW Permit No. 1732, SOP, Section IV 4.23  
Contaminated Water Plan and Appendix 9 Contaminated Water Plan

Violation Description

Failed to properly manage water that has become contaminated by contact with working face of the landfill. Specifically, contaminated water due to stormwater runoff was observed in excavations in Cell N, Cell O, Cell P, Cell J, Cell G, and Cell F.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential		X	

Percent 15.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major			Moderate			Minor			Percent
	Major	Moderate	Minor	Major	Moderate	Minor	Major	Moderate	Minor	
										0.0%

Matrix Notes

Human health or the environment will or could be exposed to significant amounts of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$21,250

\$3,750

## Violation Events

Number of Violation Events 3

Number of violation days 80

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty \$11,250

Three monthly events are recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0%  
Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Reduction \$0

Extraordinary	
Ordinary	
N/A	X

Notes The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$11,250

## Economic Benefit (EB) for this violation

Estimated EB Amount \$51

## Statutory Limit Test

Violation Final Penalty Total \$14,063

This violation Final Assessed Penalty (adjusted for limits) \$14,063

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill  
**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 8

Percent Interest	Years of Depreciation
5.0	15

Item Cost Date Required Final Date Yrs Interest Saved Costs Saved EB Amount

**Item Description**

**Delayed Costs**

Equipment			0.00	\$0	\$0	\$0
Buildings			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0
Engineering/Construction			0.00	\$0	\$0	\$0
Land			0.00	\$0	n/a	\$0
Record Keeping System			0.00	\$0	n/a	\$0
Training/Sampling			0.00	\$0	n/a	\$0
Remediation/Disposal			0.00	\$0	n/a	\$0
Permit Costs			0.00	\$0	n/a	\$0
Other (as needed)	\$1,000	25-Oct-2021	30-Oct-2022	1.01	\$51	n/a

**Notes for DELAYED costs**

Estimated delayed cost to treat and dispose of all contaminated water at an authorized facility. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

**Avoided Costs**

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

**Approx. Cost of Compliance**

\$1,000

**TOTAL**

\$51

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 9

Rule Cite(s)

30 Tex. Admin. Code § 330.143(a) and MSW Permit No. 1732, SOP, Section IV 4.7  
Landfill Markers and Benchmark

Violation Description

Failed to install and maintain required landfill markers and a permanent benchmark.  
Specifically, landfill markers including grid markers, buffer zone markers, and boundary markers were noted to be missing or downed, and landfill marker colors were noted to be faded or unrecognizable.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual	Harm			Percent 15.0%
		Major	Moderate	Minor	
	Potential		X		

## &gt;&gt; Programmatic Matrix

Matrix Notes	Falsification	Harm			Percent 0.0%
		Major	Moderate	Minor	

Human health or the environment will or could be exposed to significant amounts of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$21,250

\$3,750

## Violation Events

Number of Violation Events 1 Number of violation days 11

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty \$3,750

One monthly event is recommended from the October 25, 2021 investigation date to the November 5, 2021 date of compliance.

## Good Faith Efforts to Comply

25.0%	Reduction \$937
Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer	
Extraordinary	
Ordinary	X
N/A	
Notes The Respondent came into compliance by installing and maintaining all required landfill markers at the Facility on November 5, 2021, before the December 15, 2021 NOE.	

Violation Subtotal \$2,813

## Economic Benefit (EB) for this violation

Estimated EB Amount \$2

## Statutory Limit Test

Violation Final Penalty Total \$3,751

This violation Final Assessed Penalty (adjusted for limits) \$3,751

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 9

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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**Item Description**

**Delayed Costs**

Equipment			0.00	\$0	\$0	\$0
Buildings			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0
Engineering/Construction			0.00	\$0	\$0	\$0
Land			0.00	\$0	n/a	\$0
Record Keeping System			0.00	\$0	n/a	\$0
Training/Sampling			0.00	\$0	n/a	\$0
Remediation/Disposal			0.00	\$0	n/a	\$0
Permit Costs			0.00	\$0	n/a	\$0
Other (as needed)	\$1,000	25-Oct-2021	5-Nov-2021	0.03	\$2	n/a

**Notes for DELAYED costs**

Estimated delayed cost to install and maintain all required landfill markers at the Facility. The Date Required is the investigation date, and the Final Date is the date of compliance.

**Avoided Costs**

**ANNUALIZE avoided costs before entering item (except for one-time avoided costs)**

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

**Approx. Cost of Compliance**

**\$1,000**

**TOTAL**

**\$2**

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Case ID No. 61738

Reg. Ent. Reference No. RN102003811

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 10

Rule Cite(s)

30 Tex. Admin. Code § 330.221 and MSW Permit No. 1732, SOP, Section IV 7.4.1  
Fire Extinguishers and Section IV 3 Equipment

Violation Description

Failed to maintain currently inspected fire extinguishers in all required locations.  
Specifically, the landfill compactor did not contain a fire extinguisher.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual Potential	Harm			Percent 30.0%
		Major	Moderate	Minor	
		X			

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor	Percent 0.0%

Matrix Notes

Human health or the environment will or could be exposed to pollutants that would exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 1 Number of violation days 3

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	X

Violation Base Penalty \$7,500

One single event is recommended.

## Good Faith Efforts to Comply

25.0%	Reduction \$1,875
Before NOE/NOV NOE/NOV to EDPRP/ Settlement Offer	

Extraordinary	
Ordinary	
N/A	

Notes The Respondent came into compliance by supplying the landfill compactor with a fire extinguisher on October 28, 2021, before the December 15, 2021 NOE.

Violation Subtotal \$5,625

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$0

Violation Final Penalty Total \$7,500

This violation Final Assessed Penalty (adjusted for limits) \$7,500

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill  
**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 10

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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**Item Description**

**Delayed Costs**

Equipment  
Buildings  
Other (as needed)  
Engineering/Construction  
Land  
Record Keeping System  
Training/Sampling  
Remediation/Disposal  
Permit Costs  
Other (as needed)

\$100	25-Oct-2021	28-Oct-2021	0.01	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	n/a	\$0
			0.00	\$0	n/a	\$0
			0.00	\$0	n/a	\$0
			0.00	\$0	n/a	\$0
			0.00	\$0	n/a	\$0
			0.00	\$0	n/a	\$0

**Notes for DELAYED costs**

Estimated delayed cost to supply the landfill compactor with a fire extinguisher. The Date Required is the investigation date, and the Final Date is the date of compliance.

**Avoided Costs**

Disposal  
Personnel  
Inspection/Reporting/Sampling  
Supplies/Equipment  
Financial Assurance  
ONE-TIME avoided costs  
Other (as needed)

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0
			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

**Approx. Cost of Compliance**

\$100

**TOTAL**

\$0

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Policy Revision 5 (January 28, 2021)

Case ID No. 61738

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number

11

Rule Cite(s)

30 Tex. Admin. Code § 330.121(a) and MSW Permit No. 1732, Site Development Plan ("SDP"), Appendix 4, Figure 4.1 Final Cover Contour Map

Violation Description

Failed to meet elevation requirements of the Final Cover Plan. Specifically, the current landfill elevation at Cell A was 1813.7 feet and the elevation at Cell C was 1819.1 feet, exceeding the maximum cell elevation of approximately 1810 feet from the Final Cover Plan.

Base Penalty 

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual Potential	Harm			Percent 30.0%
		Major	Moderate	Minor	
		X			

## &gt;&gt; Programmatic Matrix

	Falsification	Major			Percent 0.0%
		Moderate	Minor		

Matrix Notes

Human health or the environment will or could be exposed to pollutants that would exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment 

## Violation Events

Number of Violation Events Number of violation days 

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty 

Three monthly events are recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0%	Reduction <input type="text" value="\$0"/>
Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer	
Extraordinary	
Ordinary	
N/A	X
Notes	The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal 

## Economic Benefit (EB) for this violation

Estimated EB Amount 

## Statutory Limit Test

Violation Final Penalty Total This violation Final Assessed Penalty (adjusted for limits)

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 11

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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### Delayed Costs

Equipment			0.00	\$0	\$0	\$0
Buildings			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0
Engineering/Construction			0.00	\$0	\$0	\$0
Land			0.00	\$0	n/a	\$0
Record Keeping System			0.00	\$0	n/a	\$0
Training/Sampling			0.00	\$0	n/a	\$0
Remediation/Disposal			0.00	\$0	n/a	\$0
Permit Costs			0.00	\$0	n/a	\$0
Other (as needed)	\$10,000	25-Oct-2021	30-Oct-2022	1.01	\$507	n/a

### Notes for DELAYED costs

Estimated delayed cost to reduce and begin to maintain the proper Final Cover elevation of Cells A through E in order to maintain the maximum cell elevation requirements from the Final Contour Map of the SOP. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

### Avoided Costs

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

### Notes for AVOIDED costs

Approx. Cost of Compliance

\$10,000

TOTAL

\$507

Screening Date 13-Jan-2022

Docket No. 2022-0131-MLM-E

PCW

Respondent City of Brady dba City of Brady Landfill

Policy Revision 5 (January 28, 2021)

Case ID No. 61738

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN102003811

Media Municipal Solid Waste

Enf. Coordinator Karolyn Kent

Violation Number 12

Rule Cite(s)

30 Tex. Admin. Code § 330.305(c) and (e) and MSW Permit No. 1732, SOP, Section IV 4.22 Prevention of Discharge of Contaminated Water and Appendix 3, Section F Surface Water Protection, and Appendix 9 Contaminated Water Plan

Violation Description

Failed to construct and maintain a runoff management system from the active portion of the landfill to collect and control at least the water volume resulting from a 24-hour, 25-year storm. Specifically, water runoff carried soil and waste out of the Facility boundary from the erosion on the west side of Cell B.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR	Release Actual Potential	Harm			Percent 50.0%
		Major	Moderate	Minor	
			X		

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor	Percent	
					0.0%

Matrix Notes

Human health or the environment has been exposed to significant amounts of pollutants that do not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$12,500

\$12,500

## Violation Events

Number of Violation Events 3

Number of violation days 80

daily	
weekly	
monthly	
quarterly	X
semiannual	
annual	
single event	

Violation Base Penalty \$37,500

Three monthly events are recommended from the October 25, 2021 investigation date to the January 13, 2022 screening date.

## Good Faith Efforts to Comply

0.0%	Reduction \$0
Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer	
Extraordinary	
Ordinary	
N/A	X
Notes	The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$37,500

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$507

Violation Final Penalty Total \$46,875

This violation Final Assessed Penalty (adjusted for limits) \$46,875

## Economic Benefit Worksheet

**Respondent** City of Brady dba City of Brady Landfill

**Case ID No.** 61738

**Reg. Ent. Reference No.** RN102003811

**Media** Municipal Solid Waste

**Violation No.** 12

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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**Item Description**

**Delayed Costs**

Equipment			0.00	\$0	\$0	\$0	
Buildings			0.00	\$0	\$0	\$0	
Other (as needed)			0.00	\$0	\$0	\$0	
Engineering/Construction	\$5,000	25-Oct-2021	30-Oct-2022	1.01	\$17	\$338	\$355
Land			0.00	\$0	n/a	\$0	
Record Keeping System			0.00	\$0	n/a	\$0	
Training/Sampling			0.00	\$0	n/a	\$0	
Remediation/Disposal	\$3,000	25-Oct-2021	30-Oct-2022	1.01	\$152	n/a	\$152
Permit Costs			0.00	\$0	n/a	\$0	
Other (as needed)			0.00	\$0	n/a	\$0	

Estimated delayed cost to implement a run-off control and management system capable of preventing flow onto or from the active portions of the Facility. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

**Notes for DELAYED costs**

Estimated delayed cost to remediate the adjacent area of the Facility and dispose of all waste that was carried off due to the erosion. The Date Required is the investigation date, and the Final Date is the estimated date of compliance.

**Avoided Costs**

**ANNUALIZE avoided costs before entering item (except for one-time avoided costs)**

Disposal			0.00	\$0	\$0	\$0
Personnel			0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling			0.00	\$0	\$0	\$0
Supplies/Equipment			0.00	\$0	\$0	\$0
Financial Assurance			0.00	\$0	\$0	\$0
ONE-TIME avoided costs			0.00	\$0	\$0	\$0
Other (as needed)			0.00	\$0	\$0	\$0

**Notes for AVOIDED costs**

Approx. Cost of Compliance

\$8,000

**TOTAL**

\$507

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# Compliance History Report

Compliance History Report for CN600249866, RN102003811, Rating Year 2021 which includes Compliance History (CH) components from September 1, 2016, through August 31, 2021.

**Customer, Respondent, or Owner/Operator:** CN600249866, City of Brady **Classification:** SATISFACTORY **Rating:** 30.04

**Regulated Entity:** RN102003811, City of Brady Landfill **Classification:** UNSATISFACTORY **Rating:** 77.71

**Complexity Points:** 6 **Repeat Violator:** NO

**CH Group:** 11 - Waste Management (Excluding Landfills)

**Location:** On US Highway 87 West, 5 miles northwest of Brady, McCulloch County, Texas

**TCEQ Region:** REGION 08 - SAN ANGELO

**ID Number(s):**

MUNICIPAL SOLID WASTE DISPOSAL PERMIT 1732 PETROLEUM STORAGE TANK REGISTRATION  
REGISTRATION 79039

**Compliance History Period:** September 01, 2016 to August 31, 2021 **Rating Year:** 2021 **Rating Date:** 09/01/2021

**Date Compliance History Report Prepared:** March 17, 2022

**Agency Decision Requiring Compliance History:** Enforcement

**Component Period Selected:** March 17, 2017 to March 17, 2022

**TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.**

**Name:** Karolyn Kent

**Phone:** (512) 239-2536

**Site and Owner/Operator History:**

1) Has the site been in existence and/or operation for the full five year compliance period? YES  
2) Has there been a (known) change in ownership/operator of the site during the compliance period? NO

**Components (Multimedia) for the Site Are Listed in Sections A - J**

**A. Final Orders, court judgments, and consent decrees:**

1 Effective Date: 08/15/2018 ADMINORDER 2016-1929-MSW-E (1660 Order-Agreed Order With Denial)  
Classification: Moderate  
Citation: 30 TAC Chapter 330, SubChapter I 330.371  
Rqmt Prov: SOP 4.15 PERMIT  
Description: Failed to prevent the concentration of methane gas from exceeding 5% by volume in monitoring points and probes at the Facility's boundary  
Classification: Moderate  
Citation: 30 TAC Chapter 330, SubChapter G 330.305(c)  
Rqmt Prov: SOP 4.23 PERMIT  
Description: Failed to design, construct and maintain a run-off management system capable of preventing flow onto or from the active portions of the landfill  
Classification: Moderate  
Citation: 30 TAC Chapter 330, SubChapter D 330.165(h)  
Rqmt Prov: SOP 4.18.6 PERMIT  
Description: Failed to maintain complete cover application records on site readily available for inspection upon request by agency personnel  
Classification: Moderate  
Citation: 30 TAC Chapter 330, SubChapter D 330.121(a)  
30 TAC Chapter 330, SubChapter D 330.159  
Rqmt Prov: SOP Appendix 8 PERMIT  
Description: Failed to submit a report to the TCEQ within seven days of an exceedance of methane gas  
Classification: Moderate  
Citation: 30 TAC Chapter 330, SubChapter D 330.165(a)



**H. Voluntary on-site compliance assessment dates:**

N/A

**I. Participation in a voluntary pollution reduction program:**

N/A

**J. Early compliance:**

N/A

**Sites Outside of Texas:**

N/A



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To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



# Compliance History Report

Compliance History Report for CN600249866, RN101613693, Rating Year 2021 which includes Compliance History (CH) components from September 1, 2016, through August 31, 2021.

**Customer, Respondent, or Owner/Operator:** CN600249866, City of Brady      **Classification:** SATISFACTORY      **Rating:** 30.04

**Regulated Entity:** RN101613693, Brady Crk Plt      **Classification:** SATISFACTORY      **Rating:** 0.94

**Complexity Points:** 5      **Repeat Violator:** NO

**CH Group:** 08 - Sewage Treatment Facilities

**Location:** 5,000 feet east of the intersection of US Highway 87 and 7<sup>th</sup> Street, on the west bank of Brady Creek, Brady, McCulloch County, Texas 76825

**TCEQ Region:** REGION 08 - SAN ANGELO

**ID Number(s):**  
WASTEWATER PERMIT WQ0010132001      WASTEWATER EPA ID TX0034312  
WASTEWATER LICENSING LICENSE WQ0010132001

**Compliance History Period:** September 01, 2016 to August 31, 2021      **Rating Year:** 2021      **Rating Date:** 09/01/2021

**Date Compliance History Report Prepared:** March 17, 2022

**Agency Decision Requiring Compliance History:** Enforcement

**Component Period Selected:** March 17, 2017 to March 17, 2022

**TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.**

**Name:** Karolyn Kent      **Phone:** (512) 239-2536

## Site and Owner/Operator History:

1) Has the site been in existence and/or operation for the full five year compliance period?      YES  
2) Has there been a (known) change in ownership/operator of the site during the compliance period?      NO

## Components (Multimedia) for the Site Are Listed in Sections A - J

### **A. Final Orders, court judgments, and consent decrees:**

1      Effective Date: 05/23/2017      ADMINORDER 2016-1646-MWD-E (1660 Order-Agreed Order With Denial)  
Classification: Moderate  
Citation: 2D TWC Chapter 26, SubChapter A 26.121(a)  
30 TAC Chapter 305, SubChapter F 305.125(1)  
Rqmt Prov: TPDES Permit No. WQ0010132001 PERMIT  
Description: Failed to comply with permitted effluent limitations.

### **B. Criminal convictions:**

N/A

### **C. Chronic excessive emissions events:**

N/A

### **D. The approval dates of investigations (CCEDS Inv. Track. No.):**

Item 1	July 20, 2017	(1440330)
Item 2	August 18, 2017	(1444011)
Item 3	September 14, 2017	(1450615)
Item 4	October 18, 2017	(1456472)
Item 5	November 20, 2017	(1461939)
Item 6	December 13, 2017	(1468322)

Item 7	January 19, 2018	(1475021)
Item 8	February 19, 2018	(1487237)
Item 9	April 18, 2018	(1490911)
Item 10	May 01, 2018	(1494158)
Item 11	May 17, 2018	(1501108)
Item 12	June 19, 2018	(1508195)
Item 13	July 30, 2018	(1514527)
Item 14	August 20, 2018	(1520583)
Item 15	September 19, 2018	(1527751)
Item 16	October 19, 2018	(1534108)
Item 17	November 29, 2018	(1541941)
Item 18	December 19, 2018	(1545713)
Item 19	January 31, 2019	(1561143)
Item 20	February 07, 2019	(1513254)
Item 21	February 19, 2019	(1561141)
Item 22	March 18, 2019	(1561142)
Item 23	April 29, 2019	(1572311)
Item 24	July 18, 2019	(1593651)
Item 25	September 16, 2019	(1606880)
Item 26	October 18, 2019	(1613727)
Item 27	December 20, 2019	(1626892)
Item 28	January 29, 2020	(1634532)
Item 29	February 20, 2020	(1641147)
Item 30	March 20, 2020	(1647662)
Item 31	April 20, 2020	(1654011)
Item 32	June 19, 2020	(1667103)
Item 33	July 20, 2020	(1674055)
Item 34	September 17, 2020	(1687399)
Item 35	September 18, 2020	(1680828)
Item 36	November 02, 2020	(1693738)
Item 37	November 20, 2020	(1713903)
Item 38	December 18, 2020	(1713904)
Item 39	January 20, 2021	(1713905)
Item 40	February 22, 2021	(1726969)
Item 41	March 18, 2021	(1726970)
Item 42	April 20, 2021	(1726971)
Item 43	May 20, 2021	(1740789)
Item 44	June 17, 2021	(1747838)
Item 45	July 20, 2021	(1752184)
Item 46	August 19, 2021	(1757634)
Item 47	October 20, 2021	(1777314)
Item 48	November 19, 2021	(1784112)
Item 49	December 20, 2021	(1791141)
Item 50	January 18, 2022	(1798924)

#### **E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):**

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

1	Date: 08/31/2021 (1766819)	Classification: Moderate
	Self Report? YES	
	Citation: 2D TWC Chapter 26, SubChapter A 26.121(a) 30 TAC Chapter 305, SubChapter F 305.125(1)	
	Description: Failure to meet the limit for one or more permit parameter	
2	Date: 12/10/2021 (1763042)	Classification: Moderate
	Self Report? NO	
	Citation: 30 TAC Chapter 305, SubChapter F 305.125(1) PP. VII 3G PERMIT	
	Description: Failure to submit annual sludge Discharge Monitoring Reports (DMR).	
	Self Report? NO	Classification: Minor
	Citation: 30 TAC Chapter 305, SubChapter F 305.125(1) 30 TAC Chapter 317 317.4(b)(4)	

PP. VI 1 PERMIT  
Description: Failure to properly store screenings.  
Self Report? NO Classification: Moderate  
Citation: 30 TAC Chapter 317 317.3(a)  
Description: Failure to secure the lift station in an intruder resistant manner.  
Self Report? NO Classification: Moderate  
Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)  
PP. IV 7c PERMIT  
Description: Failure to provide notification of an effluent limitation exceedance.

**F. Environmental audits:**

N/A

**G. Type of environmental management systems (EMSSs):**

N/A

**H. Voluntary on-site compliance assessment dates:**

N/A

**I. Participation in a voluntary pollution reduction program:**

N/A

**J. Early compliance:**

N/A

**Sites Outside of Texas:**

N/A

## FY22 BUDGET AMENDMENT

Fund : Solid Waste		Department : Solid Waste		Date : 6/22/22	
Fund Number	60	Department Head :	S. Miller/J. Kidd	Prepared By :	J.K. / S.M.
Category:	5	Maintenance of Existing Program :		Department Rank :	
Division Number:	14	New/Expanded Program Request :		City Manager Rank :	

<b>Description:</b>
Compliance Supplemental Environmental Project (SEP) in lieu of penalty payment to TCEQ in response to Proposed Agreed Order.

<b>Justification:</b>
City staff recommends the application of a Compliance SEP to meet a specific violation relating to the TCEQ Proposed Agreed Order pertaining to an elevation exceedance as set by the city's landfill operating permit. The Compliance SEP is to engage certain professional services to modify the existing landfill permit by addressing changes to grades to reduce the volume of temporary overfill at the landfill site and prepare volume estimates to ensure that the landfill permitted capacity remains the same.

Salaries and Benefits		Capital / Commodities / Services				
JOB CLASSIFICATION	Amount	Description	Obj. Code	No.	Unit Cost	Total
101.00	REGULAR PAY	COMPUTER				
102.00	OVERTIME PAY	DESK				
107.00	CAR ALLOWANCE	VEHICLE				
110.00	HOSPITAL INSURANCE	CAPITAL OUTLAY - PROJECTS	401.00			
111.00	MUNICIPAL RETIREMENT	CAPITAL OUTLAY - VEHICLES & EQUIP	402.00			
112.00	WORKER'S COMP INS	PROFESSIONAL FEES	203.00	1	L.S.	\$58,800
113.00	UNEMPLOYMENT INS					
114.00	PAYROLL TAXES					
<b>TOTAL</b>	<b>\$0</b>					
					<b>GRAND TOTAL</b>	<b>\$58,800</b>

**City Council  
City of Brady, Texas  
Agenda Action Form**

<b>AGENDA DATE:</b>	7-5-22	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action to award the City's Information Technology Support Services to Snider Technology Services of San Angelo, Texas beginning October 1, 2022.		
<b>PREPARED BY:</b>	Dorsey Bustamante/Lisa McElrath	<b>Date Submitted:</b>	7-1-22
<b>EXHIBITS:</b>	Snider Technology Services IT Support Services proposal submitted Thursday, June 2, 2022		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		
	<b>Amount Budgeted:</b>		
	<b>Appropriation Required:</b>		
<b>CITY MANAGER APPROVAL:</b>			

**SUMMARY:**

The Finance Department is requesting approval for a one-year contract for IT Support Services that will be renewable for up to two additional one-year periods to begin on October 1, 2022.

The city will be completing a four-year agreement with the current IT provider McLane Intelligent Solutions as of September 30. Recurring customer service issues and inconsistent service satisfaction prompted city staff to consider other providers at this time. A 30-day non-renewal notice is required; therefore, the process of considering another company is needed before the fiscal year ends.

In the fairness of the competitive bid process and the constant evaluation of the Departments' IT support needs, a seal bid proposal was solicited. The sealed bid opening was conducted on June 2, 2022, the city received two proposals: one from Snider Technology Services LLC from San Angelo, Texas and the other from Unicom Tech from Waco, Texas. An interview process was conducted with the two providers by a panel of City employees from different Departments.

Based on office location, familiarity with governmental units and overall pricing the committee would like to transition to Snider Technology Services. Further supporting a change to Snider is the fact that they manage a number of county governments, including McCulloch County. Therefore, we believe they have a good understanding of governmental needs and spending processes. Snider Technologies Services was the first IT provider for the city six years ago. The company was just getting into governmental IT service and rather a young company. The interview process confirmed that they have since acquired additional staff and developed customer service processes to provide the technical assistance required by the city.

Following is a recap of the fees for each company:

	Current IT Provider		8am -5pm Agreement			
	McLane Intel		Snider Tech		Unicom Tech	
Desktop Support (62)	\$92.70	\$5,747.40	\$80.00	\$4,960.00	\$67.00	\$4,154.00
KnowBe4 (59)	\$2.00	\$118.00			\$2.50	\$147.50
Data Backup (4)	\$2,222.00	\$2,222.00	\$1,896.	\$1,896.00	\$1,600.	\$1,600.00
Office365 ProPlus (45)	\$12.00	\$540.00	\$12.00	\$540.00	\$12.00	\$540.00
office365 Exchange (83)	\$4.00	\$332.00	\$4.00	\$332.00	\$4.00	\$332.00
Backupify (83)	\$3.55	\$294.65	\$3.55	\$294.65	\$3.55	\$294.65
Other Fees on RFP						
Server Support (5)	\$0.00	\$0.00	\$0.00	\$0.00	\$268.00	\$1,340.00
Vendor Services (3)	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$150.00
Service per location (8)	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00	\$1,400.00
Office365 Management	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$400.00
Total Monthly Fee based on the same number of users		<b>\$9,254.05</b>		<b>\$8,022.65</b>		<b>\$10,358.15</b>
One-Time Set-up Fees					\$4,398.00	\$5,000.00
One year of service plus one-time set-up fees		<b>\$111,048.60</b>		<b>\$100,669.80</b>		<b>\$129,297.80</b>

Since the city currently budgets for this service, the Draft Proposed FY 23 budget includes funding for McLane's fees. Therefore, no additional funding would be required as Snider' total fees for year one of the contract are about \$10,000 less.

#### **RECOMMENDED ACTION:**

Staff recommends that City Council approve the annual agreement for Information Technology Support Services for the first annual cost of \$100,669.80 to Snider Technology Services San Angelo, Texas to begin October 1, 2022.



## Managed IT Support Solution

City of Brady

M  
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T

58 Buick St, San Angelo, TX 76901

**T** 325.895.5721

**F** 325.340.4236

**E** [help@sniderit.com](mailto:help@sniderit.com)

**W** [www.sniderit.com](http://www.sniderit.com)



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## Letter of Transmittal

Snider Technology Services  
58 Buick St  
San Angelo, TX 76901  
325-895-5721  
[info@sniderit.com](mailto:info@sniderit.com)

Dear City of Brady,

Please find included with this letter our completed bid package for Information Technology Services per the bid request issued on April 20, 2022. The authorized contact for this proposal will be:

Jeremy Snider  
Technology Consultant  
[jeremy@sniderit.com](mailto:jeremy@sniderit.com)  
325-213-8082

As requested in the RFP, a current copy of Snider Technology's W-9 is included in this packet.

Upon review of the bid request and subsequent discussions, we have summarized the areas of concentration you are seeking support for your network to be:

- A partnership that provides immediate, ongoing IT support and consultation
- Data backup and security for all computers and servers across the network
- Integration and management of Anti-Virus, Anti-Malware and patching software
- Health and stability of the network infrastructure across all offices and locations in the city
- Desktop and server maintenance and application support
- Support and maintenance of current VoIP and non-VoIP phones and systems
- Predictable IT cost
- Secure remote access
- Consistent documentation of network policies, design, licensing and support

Snider Technology features a complete portfolio of solutions as well as a trained and experienced staff fully committed to achieving these objectives and providing ongoing consulting and support to keep the City of Brady's technology up to date and operating at its maximum potential in the years to come.



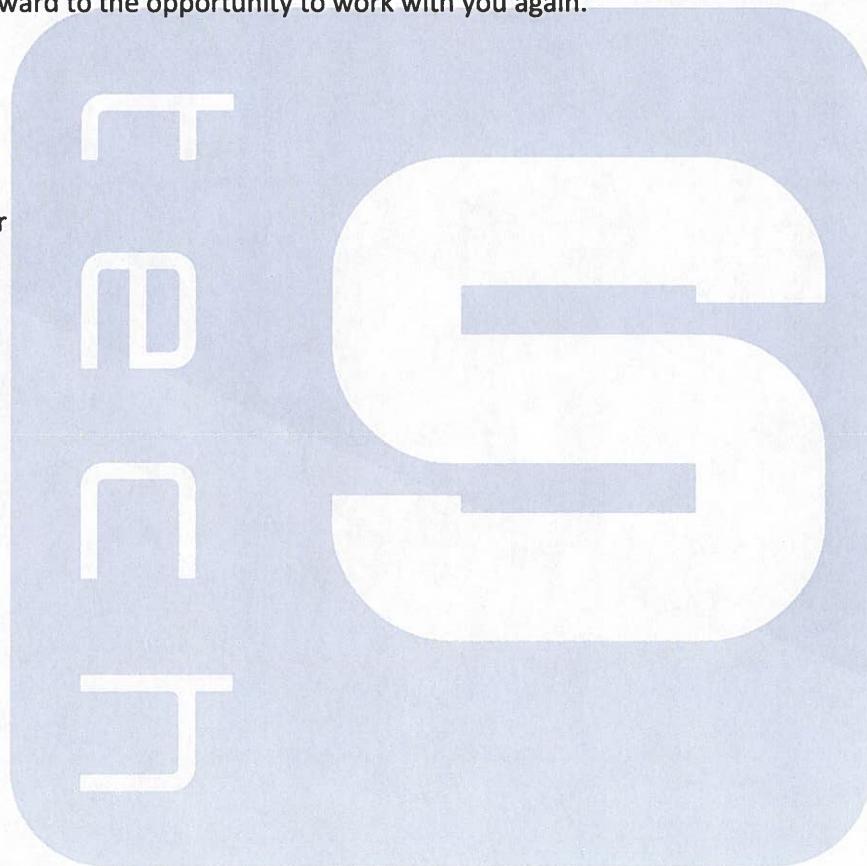
Our proposed cost schedule for the requested services is listed at the end of this packet. This proposal and per user cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with CITY OF BRADY.

The final negotiated price of the contract will be based on the proposed per user costs times the final number of users for the City of Brady as determined by the City at the time of signature.

We look forward to the opportunity to work with you again.

Sincerely,

Jason Snider  
President





## Company Profile

### Overview

Founded in 2006, Snider Technology started with a mission to help small and medium-sized businesses in the San Angelo area get the most out of their technology. Over the years, we have expanded to serve clients throughout the West Texas region and include non-profits as well as county and city governments. We've taken the best of corporate technologies and scaled them to fit the needs of smaller organizations. Our friendly, knowledgeable technicians will ensure the best support for you and your team. By partnering with Snider Technology, our customers are able to have all of the benefits of their very own IT Department, for a fraction of the cost.

Technology services from Snider Technology are designed, created, and implemented with each client's unique needs in mind, so you know you'll see a return on your IT investments today and in the future.

### Service Area and Client Base

We are honored to be a part of the San Angelo business community and offer quality IT Support services to over 300 clients in San Angelo, Abilene, Ballinger, Brady, Big Spring, Midland/Odessa, Sonora, Junction, Brownwood, and communities in between. We currently have active service agreements with 13 counties and 2 cities in this region.

### Experience and Qualifications

Snider Technology features an In-House Staff of full-time employees able to handle everything from the simplest support call to your most complex network design. Our current staff consists of:

- 10 – Level 1 Support Technicians
- 6 – Level 2 System Administrators
- 2 – Level 3 Network Engineers
- 1 – Service Desk Manager
- 1 – Account Manager
- 1 – Operations Manager
- 1 – Controller

Every employee is required to pass a background check and drug test prior to being hired and all technical staff are CJIS Certified. Additionally, many of our technical staff carry certifications from Cisco, Sophos, Datto, Microsoft, MikroTik, and CompTIA (A+, Network+).

On a corporate level, Snider Technology maintains certification or partner status with Microsoft, Dell, Sophos, Adobe, Datto, Xorcom and Cradlepoint among others.

### Security Policies and Strategies

Snider Technology provides ongoing monitoring and security service of all critical devices as well as reporting and documenting of critical alerts, scans, and event resolutions to our clients. Should a problem be discovered during monitoring, our technicians respond quickly to rectify the condition in a timely manner.



To ensure our clients networks are secure and in compliance with the standards of their industry, Snider Technology requires the following specifications to be met and maintained throughout the term of the service agreements initiated with our clients:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later and have all the latest Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 Pro or later and have all the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Service-based Backup Solution that can be monitored and send notifications on job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the internal Network and the internet.
7. All Wireless data traffic in the environment must be securely encrypted.

### Why Snider?

We are an IT partner that combines the needs of your organization with the latest and best technology available, our West Texas-based IT service team provides dependable service and outstanding customer support at a fair price.

We are not just an office in this area, we are a San Angelo based company whose staff live, work, and contribute to our communities. We are proud of our heritage and the relationships we have developed over the past 16 years; we look forward to creating that with your organization as well.



## References

### Schleicher County

Jennifer Henderson, Treasurer  
P O Box 741, Eldorado, TX 76936  
325-853-2766 [treasurer@co.schleicher.tx.us](mailto:treasurer@co.schleicher.tx.us)  
41 Users - Phones/MSP IT Services – Since 2013

### Glasscock County

Alan Dierschke, Treasurer  
117 E. Currie, Garden City, TX 79739  
432-354-2415 [adierschke@co.glasscock.tx.us](mailto:adierschke@co.glasscock.tx.us)  
28 Users - MSP IT Services – Since 2016

### Sterling County

Deborah Horwood, County Judge  
516 4th St, Sterling City, TX 76951  
325-378-5191 [d.horwood@co.sterling.tx.us](mailto:d.horwood@co.sterling.tx.us)  
31 Users - Phones/MSP IT Services – Since 2015

### Irion County

Molly Criner, County Judge  
P.O. Box 622, Mertzon, TX 76941  
325-835-4361 [m.criner@co.irion.tx.us](mailto:m.criner@co.irion.tx.us)  
37 Users - Phones/MSP IT Services – Since 2016

### Coke County

Hal Spain, County Judge  
13 E 7th St, Robert Lee, TX 76945  
325-453-2641 [hal.spain@co.coke.tx.us](mailto:hal.spain@co.coke.tx.us)  
20 Users - Phones/MSP IT Services – Since 2019

### Mason County

Jerry Bearden, County Judge  
201 Fort McKavett St, PO Box 1726, Mason, TX 76856  
325-347-5556 [County.judge@co.mason.tx.us](mailto:County.judge@co.mason.tx.us)  
40 Users - MSP IT Services – Since 2018



**McCulloch County**

Frank Trull, County Judge  
199 Courthouse Square, RM 301, Brady, Texas 76825  
325-597-0733 [Frank.trull@co.mcculloch.tx.us](mailto:Frank.trull@co.mcculloch.tx.us)  
60 Users - Phones/MSP IT Services – Since 2016

**Sutton County**

Rachel Duran, County Judge  
300 E. Oak, Suite 4, Sonora, TX 76950  
325-387-2711 [coj@co.sutton.tx.us](mailto:coj@co.sutton.tx.us)  
34 Users - MSP IT Services – Since 2017

**Concho County**

David Dillard, County Judge  
152 N. Roberts, Paint Rock, TX 76866  
325-732-4321 [david.dillard@co.concho.tx.us](mailto:david.dillard@co.concho.tx.us)  
28 Users - Phones/MSP IT Services – Since 2015



## Client Relationship Management

Snider Technology will assign a Technical Lead to oversee your account. This person will be one of Snider Technology's Level 2 System Administrators and will be assigned based off the technicians experience in supporting similar environments. They will become familiar with your systems allowing diagnostics to be identified and resolved as quickly as possible. Our full staff of Support Technicians and System Administrators will be available to assist your Technical Lead 24x7. Response times for network issues will occur with the noted SLA requirements outlined below, a support team member will contact your organizations designated contact within those guidelines and determine the appropriate next course of action. On-site technical support will be dispatched as required.

In addition to technical staff, you will also be assigned an Account Manager who will work with the support team to provide hardware and software procurement based solely on the best solution for your organization. We will leverage our buying power and discounts with Microsoft, Dell, CDW and other key suppliers to get the best price for your requirements.

Throughout the term of the agreement, we will provide consultation services to help you look at the big picture of your IT needs. We will maintain an inventory of your current technology and make sure it is the most appropriate solution for meeting your IT requirements. We will also consult with you continuously to determine potential growth and help anticipate future IT needs.



## Service Levels

### Response and Resolution Times

The following table shows the targets for response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)*	Resolution time (in hours)*	Escalation threshold (in hours)
<b>Service not available (all users and functions unavailable)</b>	Critical	Within 1 hour	ASAP – Best Effort	2 hours
<b>Significant degradation of service (large number of users or business critical functions affected)</b>	High	Within 1 hour	ASAP – Best Effort	4 hours
<b>Limited degradation of service (limited number of users or functions affected, business process can continue)</b>	Medium	Within 2 hours	ASAP – Best Effort	16 hours
<b>Small service degradation (business process can continue, one user affected)</b>	Normal	Within 4 hours	ASAP – Best Effort	24 hours



## Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
<b>Help Desk</b>	All support incidents begin in the Help Desk, where the initial trouble ticket is created, the issue is identified and clearly documented, and hardware/software troubleshooting is initiated.
<b>Solutions Engineering</b>	Support incidents that cannot be resolved by Help Desk support are escalated to Solutions Engineering, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues.

### Service Request Escalation Procedure

- Support Request is Received
- Trouble Ticket is Created
- Issue is identified and documented in PSA system
- Issue is qualified to determine if it can be resolved through Help Desk support

#### If issue can be resolved through Help Desk support:

- Help Desk Resolution – Issue is worked to successful resolution
- Quality Control – Issue is verified to be resolved to Client's satisfaction
- Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

#### If issue cannot be resolved through Help Desk support:

- Issue is escalated to Solutions Engineering
- Issue is qualified to determine if it can be resolved through Solutions Engineering

#### If issue can be resolved through Solutions Engineering:

- Solutions Engineering Resolution – Issue is worked to successful resolution
- Quality Control – Issue is verified to be resolved to Client's satisfaction
- Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

#### If issue cannot be resolved through Solutions Engineering:

- I.T. Manager Decision Point – request is updated with complete details of all activity performed



## Service Schedules

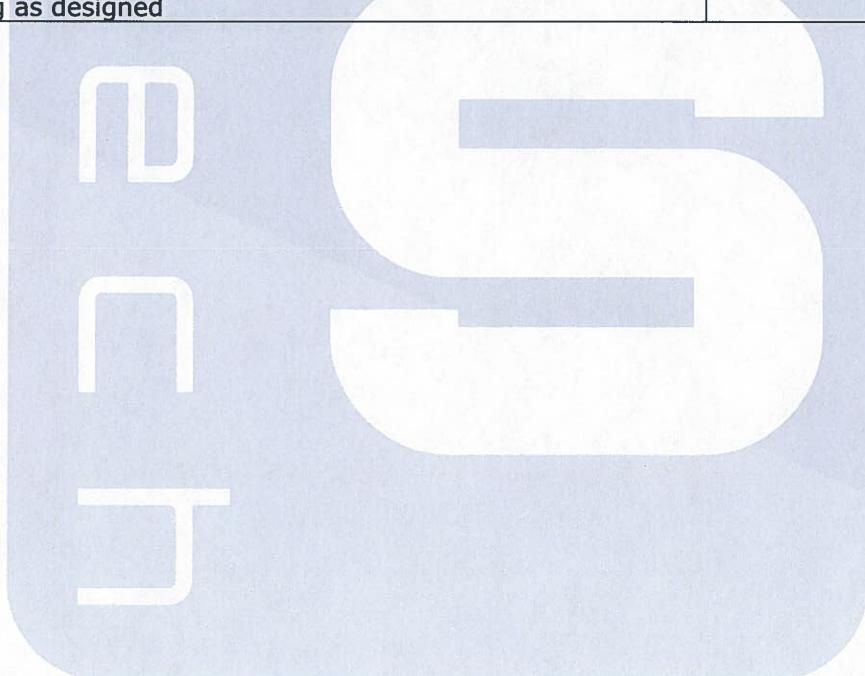
Description	Frequency
<b>General</b>	
Document software and hardware changes	As performed
Test backups with restores	Monthly
Monthly reports of work accomplished, work in progress, etc...	Monthly
<b>Servers</b>	
Manage Servers	Ongoing
Check print queues	As needed
Monitor all Server services	Ongoing
Keep Service Packs, Patched and Hotfixes current as per company policy	Weekly
Check event log of every server and identify any potential issues	As things appear
Monitor hard drive free space on server	Ongoing
Exchange Server user/mailbox management	As needed
Monitor Active Directory replication	As needed
Monitor WINS replication	As needed
SQL server management	As needed
Reboot servers if needed	As needed
Run defrag and chkdsk on all drives	As needed
Schedule off time server maintenance	As needed
Install supported software upgrades	As needed
Determine logical directory structure, implement, MAP, and detail	As needed
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed
Check status of backups	Daily



Alert Client to dangerous conditions	As needed
<ul style="list-style-type: none"><li>- Memory running low</li><li>- Hard drive showing sign of failure</li><li>- Hard drive running out of disk space</li><li>- Controllers losing interrupts</li><li>- Network Cards report unusual collision activity, etc.</li></ul>	
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed
Clean and prune directory structure, keep efficient and active	As needed
<b>Disaster Recovery</b>	
Provide backup/redundant email services. If Client email server crashes a second email server will be in place to continue providing email servers to users.	On Request
Provide backup/redundant access to shared files. If Client file server crashes a second file server will be in place to continue providing file sharing services to users.	On Request
Provide backup/redundant access to business applications, and services. If Client application server (i.e. Microsoft Sharepoint) crashes a second application server will be in place to continue providing application services to users.	On Request
<b>Devices</b>	
Manage Desktops/Notebooks/Laptops	Ongoing
Manage Network Printers	Ongoing
Manage Other Networked Devices	Ongoing
Manage PDA's/Smartphones	Ongoing
<b>Networks</b>	
Check router logs	As needed
Performance Monitoring/Capacity Planning	Ongoing
Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing
Maintain office connectivity to the internet	As needed
<b>Security</b>	
Check firewall logs	As needed
Confirm that anti-virus virus definition auto updates have occurred	Ongoing



Confirm that anti-spyware updates have occurred	Ongoing
Confirm that backup has been performed on a daily basis	Ongoing
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed
Permissions and file system management	As needed
Set up users including login restrictions, passwords, security, applications	As needed
Set up and change security for users and applications	Ongoing
Monitor for unusual activity among users	As needed
<b>Applications</b>	
Ensure all vendor supported business applications are functioning as designed	As needed





## Management

### Preventative Maintenance

S-Tech is the engine that drives our PC and server management technology. S-Tech will be connected to your system for automatic patch management updates and on-going diagnostics. This will be seamless to the user and will not affect the performance of the computers or network.

### Audit & Inventory Management

The S-Tech Audit Function captures a complete inventory of all hardware and software on your computers. Audit updates the inventory automatically whenever changes are made to your network (new software or hardware is installed).

### Monitoring and Alerting

S-Tech includes an agent that will reside on your computer. The agent is tied to your computers event log services. The agent will send error information to us for analysis and resolution. S-Tech performs a monitoring function every 30 seconds.

### Patch Management

S-Tech includes a patch assurance feature that is used to keep your software up to date on new additions or fixes to current versions including the critical security updates.

### Help Desk Support

Organizations often have several 3rd party application and service providers as a part of the businesses technical network. Snider Technology will be the primary interface to these providers. If an issue arises that is specific to the provider, we will act on your behalf as the Level 1 escalation point.

### IT Policy Management

Create and manage group policies or user privileges to control changes to local systems. Scan for unwanted programs per your requirements.

### Reporting

Weekly and monthly reports can be provided that illustrate all activities that have been engaged on your network. Additionally, we can provide Quarterly Customer/Management Reviews which will include Managed Security Statistics, Anti-Spam Service Statistics, Backup Reports, System Inventory Reports and Network Diagrams.

### Disk Clean-up

S-Tech includes several utilities that are used to clean up all unnecessary files that accumulate through regular use of a computer.



#### **Disk Defragmentation**

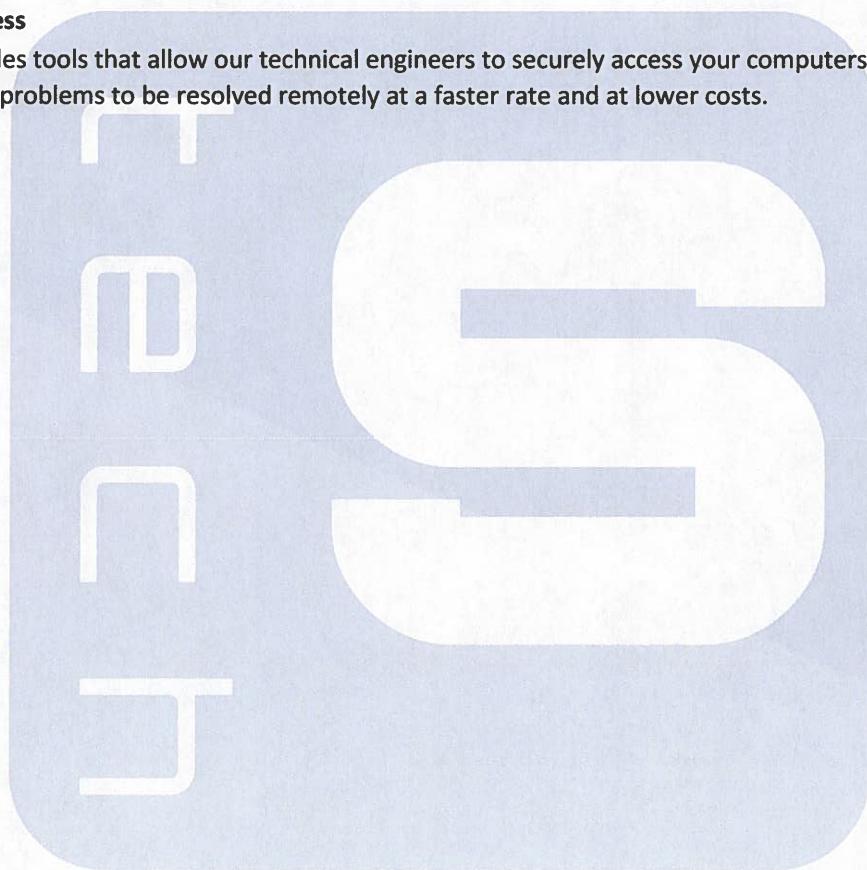
S-Tech uses a utility to organize the data and program files on a computer for optimal performance.

#### **Anti-Virus Security and Anti-Malware Security**

Sophos Intercept-X Advanced Anti-Ransomware, Anti-Malware, Anti-Virus is completely integrated with S-Tech. Snider Technology will provide complete administration of the Anti-Virus application.

#### **Remote Access**

S-Tech includes tools that allow our technical engineers to securely access your computers. This function allows many problems to be resolved remotely at a faster rate and at lower costs.





## Option 1: 8x5 Client Service Plan (Fees)

### Client

City of Brady  
201 E Main Brady, TX 76825

### Service Level

Proposed Client Support Plan - ManagedCare 8x5 (8AM-5PM, Mon-Fri, Excluding Holidays)

### Services and Rates

Service Rates	
	Rate
<b>Labor</b>	
Remote PC Management/Help Desk – 8am – 5pm M-F	INCLUDED
Remote Printer Management – 8am – 5pm M-F	INCLUDED
Remote Network Management – 8am – 5pm M-F	INCLUDED
24x7x365 Automated Server/Workstation Management	INCLUDED
24x7x365 Automated Network Monitoring	INCLUDED
In Shop Labor – 8am – 5pm M-F	INCLUDED
Onsite Labor – 8am – 5pm M-F	INCLUDED
Remote PC Management/Help Desk – 5:01pm – 7:59am M-F	Published Rates
Remote Printer Management – 5:01pm – 7:59am M-F	Published Rates
Remote Network Management – 5:01pm – 7:59am M-F	Published Rates
Lab Labor – 5:01pm – 7:59am M-F	Published Rates
Onsite Labor – 5:01pm – 7:59am M-F	Published Rates
Remote Labor All Other Times	Published Rates
Lab Labor All Other Times	Published Rates
Onsite Labor All Other Times	Published Rates
<b>Published Rates</b>	<b>Rate</b>
Project and Out of Scope Labor (published rates)	\$115.00/hr
Afterhours Labor	\$140.00/hr
Travel	\$80.00/hr
<b>Software</b>	<b>Rate</b>
Anti-Ransomware, Anti-Malware, Anti-Virus, Anti-Rootkit Software	INCLUDED
Secure Screenconnect for Remote Access	INCLUDED
Email Security Services, Device Encryption, Secure File-Sharing	Optional
Backup Solutions for Devices, Office 365/Google, & Cloud Environments	Optional



## Notes

- The service plan is a remote and onsite support solution; no travel included.
- Support for this agreement will be provided by our main office in San Angelo, TX. The proximity of our office to the City of Brady will minimize cost and time for onsite service when needed.
- Client projects are not covered under the scope of this agreement. Client projects will be quoted and billed separately at discounted Published Rates on page 17.
- This plan will include network support and administration for the NEC phone system and any security systems ONLY. Snider Technology is not a licensed alarm installer and therefore cannot service video surveillance or alarm systems. Additionally, Snider Technology is not a Certified NEC installer and does not directly support the NEC phone system.
- Additional users added throughout the course of this agreement will be billed accordingly at the user rate listed below. Client will be notified prior to any increases in monthly service fees.

## Monthly Service Fees

Service Offering	Rate (monthly)	Current Quantity	Total
ManagedCare 8x5 Agreement - Per User	\$80.00	62	\$4,960.00
		<b>Total</b>	<b>\$4,960.00</b>
M365 Offering	Rate (monthly)	Current Quantity	Total
Exchange Online P1-GCC	\$4.00	82	\$328.00
M365 Apps-GCC	\$12.00	43	\$516.00
Datto SaaS Protection-O365 – Infinite Cloud Ret	\$3.50	80	\$280.00
		<b>Total</b>	<b>\$1,124.00</b>
BDR Offering	Rate (monthly)	Current Quantity	Total
Datto-SIRIS5- 3TB - ICR - City Hall	\$749.00	1	\$749.00
Datto-SIRIS5- 3TB - ICR - Police Station	\$749.00	1	\$749.00
Datto-SIRIS5-Alto- 1TB - Service Center	\$199.00	1	\$199.00
Datto-SIRIS5-Alto- 1TB - Fire Station	\$199.00	1	\$199.00
		<b>Total</b>	<b>\$1,896.00</b>
		<b>Grand Total</b>	<b>\$7,980.00</b>

## One-Time Hardware Fees

Hardware Offering	Hardware Cost	Current Quantity	Total
Datto-SIRIS5-Hardware - City Hall	\$2,199.00	1	\$2,199.00
Datto-SIRIS5-Hardware - Police Station	\$2,199.00	1	\$2,199.00
Datto-SIRIS5-Alto-Hardware – Service Center	\$0.00	1	\$0.00
Datto-SIRIS5-Alto-Hardware – Fire Station	\$0.00	1	\$0.00
		<b>Total</b>	<b>\$4,398.00</b>



## Option 2: 24x7 Client Service Plan (Fees)

### Client

City of Brady  
201 E Main Brady, TX 76825

### Service Level

Proposed Client Support Plan - ManagedCare 24x7

### Services and Rates

Service Rates	
	Rate
<b>Labor</b>	
Remote PC Management/Help Desk – 24x7x365	INCLUDED
Remote Printer Management – 24x7x365	INCLUDED
Remote Network Management – 24x7x365	INCLUDED
Automated 24x7x365 Server/Workstation Management	INCLUDED
Automated 24x7x365 Network Monitoring	INCLUDED
Lab Shop Labor – 24x7x365	INCLUDED
Onsite Labor – 24x7x365	INCLUDED
Travel Labor – 24x7x365	INCLUDED
<b>Published Rates</b>	Rate
Project and Out of Scope Labor (published rates)	\$115.00/hr
Afterhours Labor	\$140.00/hr
<b>Software</b>	Rate
Anti-Ransomware, Anti-Malware, Anti-Anti-Virus, Anti-Rootkit Software	INCLUDED
Secure Screenconnect for Remote Access	INCLUDED
Email Security Services, Device Encryption, Secure File-Sharing	Optional
Backup Solutions for Devices, Office 365/Google, & Cloud Environments	Optional



## Notes

- The service plan is an all-inclusive 24x7 support solution with travel included.
- Support for this agreement will be provided by our main office in San Angelo, TX. The proximity of our office to the City of Brady will minimize cost and time for onsite service when needed.
- Client projects are not covered under the scope of this agreement. Client projects will be quoted and billed separately at discounted Published Rates on page 19.
- This plan will include network support and administration for the NEC phone system and any security systems ONLY. Snider Technology is not a licensed alarm installer and therefore cannot service video surveillance or alarm systems. Additionally, Snider Technology is not a Certified NEC installer and does not directly support the NEC phone system.
- Additional users added throughout the course of this agreement will be billed accordingly at the user rate listed below. Client will be notified prior to any increases in monthly service fees.

## Monthly Service Fees

Service Offering	Rate (monthly)	Current Quantity	Total
ManagedCare 24x7 Agreement - Per User	\$120.00	62	\$7,440.00
			<b>Total \$7,440.00</b>
M365 Offering	Rate (monthly)	Current Quantity	Total
Exchange Online P1-GCC	\$4.00	82	\$328.00
M365 Apps-GCC	\$12.00	43	\$516.00
Datto SaaS Protection-O365 – Infinite Cloud Ret	\$3.50	80	\$280.00
			<b>Total \$1,124.00</b>
BDR Offering	Rate (monthly)	Current Quantity	Total
Datto-SIRI5- 3TB - ICR - City Hall	\$749.00	1	\$749.00
Datto-SIRI5- 3TB - ICR - Police Station	\$749.00	1	\$749.00
Datto-SIRI5-Alto- 1TB - Service Center	\$199.00	1	\$199.00
Datto-SIRI5-Alto- 1TB - Fire Station	\$199.00	1	\$199.00
			<b>Total \$1,896.00</b>
			<b>Grand Total \$10,460.00</b>

## One-Time Hardware Fees

Hardware Offering	Hardware Cost	Current Quantity	Total
Datto-SIRI5-Hardware - City Hall	\$2,199.00	1	\$2,199.00
Datto-SIRI5-Hardware - Police Station	\$2,199.00	1	\$2,199.00
Datto-SIRI5-Alto-Hardware – Service Center	\$0.00	1	\$0.00
Datto-SIRI5-Alto-Hardware – Fire Station	\$0.00	1	\$0.00
			<b>Total \$4,398.00</b>

**City Council**  
**City of Brady, Texas**  
**Agenda Action Form for Ordinance**

<b>AGENDA DATE:</b>	07/05/2022	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding <b>the first reading of Ordinance 1344</b> of the City of Brady, Texas amending 2021/2022 BEDC Budget to fund Brady Monument Works, Sandy's Kitchen and Catering and Channing Booker		
<b>PREPARED BY:</b>	Erin Corbell	<b>Date Submitted:</b>	07/01/2022
<b>EXHIBITS:</b>	Ordinance 1344 Amended budget		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	<b>\$245, 543</b>	
	<b>Amount Budgeted:</b>		
	<b>Appropriation Required:</b>		
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>On May 5, 2022, the Brady Economic Development Corporation approved three projects: Brady Monument Works for the purchase of a building (\$125,000), Sandy's Kitchen for the upgrade of their building and equipment and the purchase of a used vehicle (\$40,543) and Channing Booker for the purchase of JK Awards and Designs (\$80,000).</p> <p>On June 30, 2022, the BEDC board met to hold the required public hearing for the project and voted on to amend their budget to support the projects.</p> <p>This item formally amends the BEDC budget to fund the projects.</p>

<b>RECOMMENDED ACTION:</b>
<p><b>Mayor will ask:</b> <u>"Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter."</u> "Secretary reads preamble"</p> <p><b>Mayor calls for a motion:</b>  Move to approve the first reading of Ordinance 1344 to amend BEDC budget in the amount of \$245,543.</p>

**ORDINANCE NO. 1344**

**AN ORDINANCE OF THE CITY OF BRADY, TEXAS APPROVING AMENDMENT TO  
BRADY TYPE B ECONOMIC DEVELOPMENT CORPORATION FOR FISCAL YEAR  
2021-2022 BUDGET TO INCLUDE BRADY MONUMENT WORKS, CHANNING  
BOOKER AND SANDY'S KITCHEN AND CATERING**

**WHEREAS**, both the Brady Type B Economic Development Corporation and the City Council of the City of Brady, Texas have approved a Performance Agreement with Promissory Note with a three loan/grants totally four hundred forty five thousand five hundred forty three dollars and no/100 (\$245,543) being qualified Projects as that term is defined under the Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979; and

**WHEREAS**, such Project was not included in the original budget for the Brady Type B Economic Development Corporation FY 2021-2022; and

**WHEREAS**, the Brady Type B Economic Development Corporation Board has approved the inclusion of this Project through a budget amendment, subject to the approval of this City Council.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
BRADY TEXAS** that the Brady Type B Economic Development Corporation FY 2021-2022 Budget be amended in accordance with the Budget as shown in Attachment A, which is hereby incorporated herein for all purposes.

**APPROVED UPON FIRST READING THIS THE 5<sup>th</sup> DAY OF JULY, 2022.**

**APPROVED UPON SECOND AND FINAL READING THIS THE 19<sup>th</sup> DAY OF JULY,  
2022.**

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Anthony Groves, Mayor

ATTEST: \_\_\_\_\_  
Tina Keys, City Secretary

**Type B Economic Development Corporation**  
**Fiscal Year 2021/2022 Amended Budget**

	<b>2021/2022 Approved</b>	<b>2021/2022 Amended</b>
<b>BEGINNING FUND BALANCE</b>	<b>488,070.72</b>	<b>608,305.72</b>
<b><u>REVENUES</u></b>		
Corporation Sales Tax	230,000.00	230,000.00
Interest Income	8,000.00	8,000.00
Contract Income - Thomas	6,600.00	6,600.00
Contract Income- T Byrds	3,385.00	3,385.00
Contract Income- Mexico City Café	7,450.00	7,450.00
Contract Income- Hofstetter Petroleum	14,750.00	14,750.00
Contract Income- Snap Fitness	8,200.00	8,200.00
Contract Income- Serenity Quilts	0.00	11,000.00
Reimbursements	0.00	0.00
380 Agreement- City of Brady	0.00	0.00
Sale of Fixed Asset	0.00	0.00
<b>TOTAL REVENUES</b>	<b>278,385.00</b>	<b>289,385.00</b>
 <b>TOTAL AVAILABLE FUNDS</b>	 <b>766,455.72</b>	 <b>897,690.72</b>
<b><u>EXPENDITURES</u></b>		
<b><u>Contract Services</u></b>		
Marketing FY 19	0.00	0.00
Marketing FY 20	0.00	0.00
Marketing FY 21	20,000.00	20,000.00
Marketing FY 22	23,000.00	23,000.00
Professional/Legal Fees	10,000.00	10,000.00
Audit	5,150.00	5,150.00
Contract for Services- City of Brady	15,000.00	15,000.00
Community Development Civic Center	0.00	0.00
<b>TOTAL Contract Services</b>	<b>73,150.00</b>	<b>73,150.00</b>
<b><u>Supplies/Repair/Expenses</u></b>		
Travel and Training*	10,000.00	10,000.00
Qualified Projects		
Serenity Quilts		100,000.00
Youngblood Tire		34,000.00
Clean Up Projects	50,000.00	0.00

Parks Master Plan	20,000.00	20,000.00
Brady Monument Works		125,000.00
Channing Booker/ JK Awards		80,000.00
Sandy's Kitchen		40,543.00
Insurance	5,000.00	5,000.00
EDC Incentive Program	50,000.00	50,000.00
<b>TOTAL Supplies/Repair/Expenses</b>	<b>135,000.00</b>	<b>464,543.00</b>
 <b>TOTAL EXPENDITURES</b>	 <b>208,150.00</b>	 <b>537,693.00</b>
 <b>REVENUE OVER/(UNDER) EXPENDITURES</b>	 <b>70,235.00</b>	 <b>-248,308.00</b>
Transfer out to USDA Loan Fund	0.00	0.00
Transfer in from USDA Loan Fund	50,000.00	50,000.00
 <b>Projected Ending Fund Balance</b>	 <b>608,305.72</b>	 <b>409,997.72</b>

\* See supporting pages

## **Travel and Training\***

TEDC Annual Conference  
Ft. Worth (October 13-15, 2021)

Registration	600.00
Hotel- 2 nights at \$225	450.00
Mileage	210.00
Meals	100.00
	<b>1,360.00</b>

Community Development Institute  
Three Year Certification Program  
Woodlands- Year 2 (November 1-5)

Registration	600.00
Hotel- 5 nights at \$125+tax	700.00
Mileage	350.00
Meals	150.00
	<b>1,800.00</b>

TEDC Mid-Year Conference  
Corpus Christi (June 22-24, 2022)

Registration	400.00
Hotel- 3 nights estimate	600.00
Mileage	350.00
Meals	100.00
	<b>1,450.00</b>

Travel for board members  
and business recruitment

**Total training and travel** **10,000.00**

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	7/5/2022	<b>AGENDA ITEM</b>	7.D.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action approving BEDC Project 2022-002, Channing Booker and JK Awards and Designs.		
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	6/2/22
<b>EXHIBITS:</b>	Performance agreement, promissory note		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$80,000.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
On May 5, 2022, the Brady Economic Development Corporation approved a proposal from Channing Booker requesting a total of \$80,000, to assist in the purchase of JK Awards and Designs, located at 113 E. Main Street.. BEDC approved his request providing a loan in the amount of \$80,000 to assist in the purchase of the property and inventory, at 2% interest for fifteen years. If all conditions of the performance agreement are met, BEDC will forgive the remaining five years of principle and interest, considering that amount to be a grant.
As part of the agreement, JK Awards will hire two full time equivalent employees. BEDC will be the second lien holder on the building.

<b>RECOMMENDED ACTION:</b>
Approve BEDC project 2022-002, Channing Booker, in the amount of \$80,000.

## **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Brady Type B Economic Development Corporation, located in McCulloch County, Texas (hereinafter called “BEDC”), a Texas non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and Channing Booker (hereinafter called “BORROWER”), otherwise known as the “Parties” to this Agreement.

### **RECITALS**

**WHEREAS**, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, Section 501.158 of the Act requires a performance agreement to provide at a minimum a capital investment to be made as consideration for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

**WHEREAS**, BORROWER desires to purchase a retail store and its inventory located at 113 E. Main St., Brady, Texas 76825; and

**WHEREAS**, the BEDC finds that the purchase of such store, as proposed, is found by the Board of Directors to be required or suitable for use to promote or develop new or expanded business enterprises that creates or retains primary jobs in accordance with Texas Local Government Code § 505.155; and

**WHEREAS**, such purchase will contribute to the economic development of the City of Brady by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Brady, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

**WHEREAS**, the BEDC desires to offer an incentive to BORROWER to enable BORROWER to purchase an existing store located at 113 E. Main St., Brady, Texas pursuant to this Agreement in substantial conformity with the Act; and

**WHEREAS**, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

## **ARTICLE I RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## **ARTICLE II AUTHORITY AND TERM**

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that BORROWER is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties, or in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between BORROWER and the BEDC for the granting funds to cover certain costs associated with the Project as defined in Article III of this Agreement, as well as to specifically state the covenants, representations of the Parties, and the incentives associated with BORROWER' commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and BORROWER as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by BORROWER may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC.

4. **Administration of Agreement.** Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

## **ARTICLE III DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as an ongoing business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to this Agreement.

“Expiration Date” shall mean the earlier of:

1. The 15<sup>th</sup> anniversary of the date upon which the BORROWER receives the funding under this Agreement; or
2. The date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the building located at 113 E. Main St., Brady, Texas, 76825.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Project” shall mean the purchase of the store and inventory located at 113 E. Main St., Brady, Texas.

## **ARTICLE IV** **BEDC OBLIGATION**

**1. Loan.**

- (a) The BEDC shall enter into a loan agreement with BORROWER pursuant to the attached Promissory Note and Deed of Trust, both as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$80,000 at 2% interest for a period of fifteen (15) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 10th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.
- (b) If BORROWER satisfactorily makes timely payments and meets the performance obligations as outlined in Article V listed below for ten (10) years, the remaining five (5) years of the loan will be forgiven and considered to be a grant.

**2. Current Revenue.** The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

## **ARTICLE V** **PERFORMANCE OBLIGATIONS OF BORROWER**

The obligation of the BEDC to pay funds under this Agreement shall be conditioned upon BORROWER's continued compliance with, and satisfaction of each of, the performance obligations set forth in this Agreement.

**2. Loan.**

- (a) The BEDC shall enter into a loan agreement with BORROWER pursuant to the attached Promissory Note and Deed of Trust, both as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$80,000 at 2% interest for a period of fifteen (15) years, with payment being due on the 1st of each month, and a 5% late fee being incurred after the 10th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes. If BORROWER satisfactorily makes timely payments and meets the performance obligations as outlined in Article V listed below for ten (10) years, the remaining five (5) years of the loan will be forgiven and considered to be a grant.
- (b) BORROWER further agrees that as a condition of the Loan in and through the Promissory Note, that BEDC will be granted a lien on property located at 113 E.

Main St., Brady, Texas, owned by Channing Booker in and through, and as further described in, the Deed of Trust, as shown in Exhibit B, hereto, and made a part hereof for all purposes.

(c) BORROWER further agrees that as part of the Loan in and through the Promissory Note, that BEDC shall be named as a co-insured on the Facility as defined in Article III.

3. Job Creation. BORROWER shall create two (2) full-time positions within two years of operation of the business.

4. Certified Payroll. BORROWER agrees that during the course of this agreement, it shall provide to BEDC a certified payroll on a quarterly basis in January, April, July and October of each year.

5. Continual Operation of the Project. Commencing upon the effective date of this agreement and continuing throughout the term of the Agreement, BORROWER shall remain in continual operation. Continual operation shall mean that the Facility is open for business to the public for a minimum of 24 hours per week during the term of this Agreement. Failure to be in continual operation during the term of this Agreement shall void the BEDC obligations under Article IV.1 of this Agreement. In addition, failure of BORROWER to remain in continual operation shall result in the have the obligation to repay any monies previously paid to BORROWER within thirty (30) days of the written demand by the BEDC and the repayment requirements shall survive the Agreement termination.

6. Payment of Legal Fees. BORROWER shall reimburse the BEDC for the reasonable and necessary legal fees in the preparation of any amendment to this Agreement requested by BORROWER. Timely payment shall be made within thirty (30) days of submittal of an invoice to BORROWER by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

## **ARTICLE VI** **COVENANTS AND DUTIES**

1. BORROWER' Covenants and Duties. BORROWER makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Articles V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by BORROWER.

(a) BORROWER is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.

- (b) The individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of any agreement or instrument to which BORROWER is a party to or by which it may be bound.
- (c) BORROWER is not a party to any Bankruptcy proceedings currently pending or contemplated, and BORROWER has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, BORROWER has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Brady and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
- (e) BORROWER shall timely and fully comply with all the terms and conditions of this Agreement.
- (f) BORROWER agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Brady and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.
- (g) BORROWER shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
- (h) During the term of this Agreement, BORROWER agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), BORROWER shall be in Default (subject to the remedies in Article V above).
- (i) BORROWER shall not be in arrears and shall be current in the payment of all City and State taxes and fees.
- (j) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
- (k) Under Texas Law, the BEDC may not enter into a contract with a BORROWER for goods and services unless the contract contains a written verification from the BORROWER that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the BORROWER hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the BORROWER hereby certifies that it is not a BORROWER identified under Texas Government Code, Section 2252.152 as a BORROWER engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

2. **BEDCs' Covenants and Duties.** BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. **Compliance and Default.** Failure by BORROWER to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the BEDC the right to terminate this Agreement or void any of its relevant obligations under the Agreement.

## **ARTICLE VII TERMINATION**

1. **Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by BORROWER (at the option of the BEDC);
- (d) Failure under the Promissory Note or Deed of Trust, by the parties to those agreements "Integrated Parties" (at the option of the BEDC).

## **ARTICLE VIII DEFAULT & REMEDIES**

### **1. BORROWER Events of Default.**

(a) Failure of BORROWER to perform any term, covenant or agreement contained in Articles V and VI; or

(b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

(c) Any judgment is assessed against BORROWER or the Integrated Parties, or any attachment or other levy against the property of BORROWER or the Integrated Parties with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or

(d) BORROWER or any of the Integrated Parties, makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of BORROWER or the Integrated Parties or any substantial part of its/their property, commences any action relating to

BORROWER or the Integrated Parties under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against BORROWER or the Integrated Parties any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or BORROWER or the Integrated Parties by any act indicates its consent to or approval of any trustee of BORROWER or the Integrated Parties or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) BORROWER substantially changes its present ownership without written notification to BEDC within thirty (30) days of such change, provided however, BORROWER may cure such failure by providing the requisite written notification prior to BEDC exercising its right to terminate this Agreement; or

(f) BORROWER materially changes the general character of business from the type of business on the date hereof.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) For BEDC any remedy as provided for in this Agreement.

(b) BORROWER' sole remedy under this Agreement is specific performance for BEDC's default of its obligation under Section IV of this Agreement.

## ARTICLE IX MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The BEDC represents and warrants to BORROWER that this Agreement is within their authority, and that they are duly authorized and

empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. BORROWER represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. BORROWER shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the BEDC, which approval shall not be unreasonably withheld, conditioned or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve BORROWER of any liability to the BEDC, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of reasonable financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, BORROWER at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by BORROWER respectively will be independent contractors of BORROWER; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by BORROWER respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC:

Brady Type B Economic Development Corporation  
201 E. Main  
Brady, Texas 76825  
Attn: Executive Director

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC  
Attention: Charles E. Zech  
2500 W. William Cannon  
Austin, TX 78745

**If to BORROWER:**

Channing Booker  
113 E. Main  
Brady, TX 76825

Any Party may designate a different address at any time upon written notice to the other Parties.

8. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

(a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of McCulloch County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the MCC.

9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral

oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

11. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

12. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

13. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

15. Indemnification.

**BORROWER AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BRADY (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF BORROWER TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BRADY, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BORROWER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT BORROWER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO BORROWER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.**

16. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

17. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by BORROWER, BORROWER shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE FOLLOWS]

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## CHANNING BOOKER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

STATE OF TEXAS }  
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ for Channing Booker.

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Notary Public, State of Texas

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Notary's typed or printed name

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My commission expires

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BRADY TYPE B ECONOMIC  
DEVELOPMENT CORPORATION (BEDC)**

By: \_\_\_\_\_

Name: Erin Corbell

Title: Executive Director, Brady Type B EDC

STATE OF TEXAS }  
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Erin Corbell for the Brady Type B Economic Development Corporation, a Texas non-profit  
economic development corporation on behalf of said corporation.

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Notary Public, State of Texas

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Notary's typed or printed name

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My commission expires

Performance Agreement

**Promissory Note**

[SEE ATTACHED]

Security Agreement

**Deed of Trust**

[SEE ATTACHED]

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	7/5/22	<b>AGENDA ITEM</b>	7.E.
<b>AGENDA SUBJECT:</b> Update and discussion on architectural plans for the remodeled Fire Department.			
<b>PREPARED BY:</b>	E. Corbell	<b>Date Submitted:</b>	5/13/2022
<b>EXHIBITS:</b>	Architectural Renderings		
<b>BUDGETARY IMPACT:</b>		<b>Required Expenditure:</b>	\$0.00
		<b>Budget Amount Available:</b>	\$0.00
		<b>Appropriation Required:</b>	\$0.00
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>  On September 21, 2021, City Council approved contracting with EIKON Consulting Group, LLC, for architectural design services to remodel the city's building at 607 W. 11 <sup>th</sup> (South Ward Cafeteria) into a revitalized building for the Brady Police Department and the current Police Department location at 209 S. Elm into a revitalized building for the Brady Fire Department.  Through a series of meetings with staff and council members, EIKON has been able to identify needs and priorities to begin design work on the facilities, able to focus more on FD now that land has been acquired to help facilitate the build of the new facility.  Staff has a design briefing on the FD building for council to view.			

<b>RECOMMENDED ACTION:</b>
No recommended action.





